CLERK'S COPY.

Vol. V

TRANSCRIPT OF RECORD

(Pages 1977 to 2681)

Supreme Court of the United States

OCTOBER TERM, 1944

No. 57

THE ASSOCIATED PRESS, PAUL BELLAMY, GEORGE FRANCIS BOOTH, ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA

No. 58

TRIBUNE COMPANY AND ROBERT RUTHERFORD McCORMICK, APPELLANTS,

vs.

THE UNITED STATES OF AMERICA

No. 59

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

THE ASSOCIATED PRESS, PAUL BELLAMY, GEORGE FRANCIS BOOTH, ET AL.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

FILED APRIL 13, 1944.

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1944

No. 57

THE ASSOCIATED PRESS, PAUL BELLAMY, GEORGE FRANCIS BOOTH, ET AL., APPELLANTS,

vs.

THE UNITED STATES OF AMERICA

No. 58

TRIBUNE COMPANY AND ROBERT RUTHERFORD McCORMICK, APPELLANTS,

vs.

THE UNITED STATES OF AMERICA

No. 59

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

THE ASSOCIATED PRESS, PAUL BELLAMY, GEORGE FRANCIS BOOTH, ET AL.

APPEALS FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

VOL. V

INDEX.

Record from D.C.U.S. Southern District of New York—Continued

	Original	Print
Notice to take depositions upon oral examination	2434	1977
Narrative statement of depositions taken before trial	2456	1980
Carroll Binder (Chicago Daily News)	2456	1980
Lynn E. Aldrich (Chicago Daily News)	2462	1984
Wm. Donald Maxwell (Chicago Tribune)	2470	1991
Albert V. Miller (New York Tribune, Inc.)	2536	2041

JUDD & DETWEILER (INC.), PRINTERS, WASHINGTON, D. C., JULY 12, 1944.

Record from D.C.U.S. Southern District of New York—Continued

Narrative statement of depositions taken before trial—Continued

	Original	Print
Harry Staton (New York Tribune, Inc.)	2550	2051
Donald K. Rogers (Reuters, Ltd.)	2577	2072
Edwin L. James (New York Times)	2591	2083
L. D. Hotchkiss (Los Angeles Times)	2614	2099
Joseph V. Connolly (King Features Syndicate, Inc.)	2631	2112
John N. Wheeler (North American Newspaper Alliance)	2704	2171
Offers in re deposition of Joseph V. Connolly	2724	2187
Molly Slott Levinson (Chicago Tribune-New York News Syndicate)	2731	2193
John A. Derham (Chicago Tribune-New York News Syndicate)	2748	2206
Richard Clarke (Chicago Tribune-New York News Syndicate)	2751	2208
Defendants' exhibits (New York):		
1-id—Schedule "Newspapers to which syndicate sells its features" dated April 15, 1943	2772	2223
2-id—Schedule headed "List of subscribers to news service, spot service"	2775	2230
3-id—First page of Herald Tribune of April 15, 1943—Late City Edition	2779	2233
4-id—Duplicate original-contract between AP and Reuters, dated June 24, 1942	2791	2235
5-id—Duplicate original-agreement between AP and Reuters, dated June 24, 1942	2797	2238
6A-id—Letter, December 16, 1942, from Reuters, signed by W. J. Haley, to Kent Cooper of AP	2800	2240
6B-id—Carbon copy, letter from Kent Cooper to W. J. Haley, dated December 22, 1942	2801	2241
8-id—List of American newspapers served by Los Angeles Times News Bureau in year 1942	2802	2241
9-id—List of subscribers to INS on September 30, 1941	2804	2244
10-id—Schedule of foreign clients of INS as of September 30, 1941	2845	2286
11-id—Schedule showing location of each office and bureau, domestic & foreign, maintained by INS in 8/42 with number of employees in each office and bureau, and a description of the duties of each employee	2846	2287
12-id—Statement showing names and locations by states and countries of all newspapers domestic & foreign, to which IN PHOTOS supplied picture service on September 30, 1941	2849	2289
13-id—List of newspapers to which International News Photos mat service is supplied through feature department of King Features Syndicate Inc. (Same as Defts Ex. 39)	2851	2291

Record from D.C.U.S. Southern District of New York—Continued

Defendants exhibits (New York)—Continued	Original	Print
14-id—List of organizations from which INP purchased pictures in 1941 and 1942	2871	2311
15-id—List of names and locations by states and countries of all newspapers, domestic and foreign, to which the feature department of King Features Syndicate, Inc., supplied one or more features on September 30, 1941	2872	2312
16-id—The Blue Book (Brought up to date by Mr. Connolly)	2923	2358
16A-id—List of KFS features available for distribution	2963	2403
17-id—Eleven forms of agreement	2969	2408
22-id—Statement of expenditures for the year ended December 31, 1941 of NANA	2982	2437
23-id—List of clients of NANA as of September 30, 1941	2983	2438
25-id—Membership contract entitled "North American Newspaper Alliance contract, including certificate of incorporation and by-laws"	2989	2443
26-id—Wire service contract of NANA	3012	2459
27-id—Contract of NANA for "Fastest Mail" service	3013	2460
28-id—List of eight regular NANA features and list of foreign correspondents of NANA	3014	2461
30-id—List of Bell features currently distributed to newspapers	3015	2463
31-id—Typical form of contract of Bell Syndicate Inc.	3016	2464
32-id—Bell Syndicate Inc. contract form for budget of features	3017	2466
35-id—Typical form of contract of Associated Newspapers, Inc.	3018	2468
38-id—Typical form of Consolidated News Features, Inc. contract	3019	2469
39-id—Statement from Mr. Connolly as of May 3, 1943 showing list of current clients of KFS who take news mats and picture page services, consisting of 20 pages (Same as Defts. Ex. 13)	3020	2470
40-id—Typical form of KFS contract	3021	2470
41-id—Form of contract of Chicago-Tribune-New York News Syndicate, Inc.	3022	2472
42-id—Paper dated May 11, 1943, showing starting dates of present contracts of Chicago Tribune-N. Y. News Syndicate Inc.	3023	2475
44-id—Paper headed "Of the first 50 morning newspapers in the United States & Canada in total advertising for the year 1942, according to Media Records, those using some feature or features from the Chicago Tribune—N. Y. News Syndicate are following"	3024	2476

Record from D.C.U.S. Southern District of New York—Continued

	Original	Print
Defendants exhibits (New York)—Continued		
45-id—Paper headed "Of the first 50 evening newspapers in the United States and Canada in total advertising for the year 1942, according to Media Records, those using some feature or features from the Chicago Trib-N. Y. News Synd. are the following"	3025	2477
46-id—Paper headed "Chicago Tribune-New York News clients on the basis of circulation leadership. Figures taken from Editor & Pub. Year Book for 1943 showing following newspapers lead in circulation in U. S."	3026	2479
48-id—Schedule headed "1942 Expenditures for collection of news by New York News"	3027	2480
49-id—Tabulation headed "Editorial contents breakdown" for the week beginning Sunday April 25, 1943	3028	2481
50-id—Paper headed "Editorial contents breakdown" for the week beginning Sunday, May 2, 1943	3029	2482
51-id—Breakdown of amounts paid to AP and UP	3030	2482
Defendants' exhibits (Chicago):		
Ch-1-id—Form of contract with newspapers for Chicago Daily News foreign service	3031	2483
Ch-3-id—Location of 947 correspondents and stringmen in US	3032	2484
Ch-4-id—Statement of 1942 expenditures by Chicago Tribune and New York News	3033	2484
Ch-5-id—Advertisement sent out by Chicago Sun re 18 newsmen specialists	3034	2487
Ch-6-id—Facsimile of ad of Chicago Sun In E&P February 28, 1942	3035	2488
Ch-8-id–Ch-9-id—Advertisements—Ex. 8 is a reference to addition of Washington Post to Chicago Sun Syndicate; Ex. 9 ad by Chicago Sun Washington Bureau	3036	2489
Ch-10-id—Form letter by Circulation Manager of The Chicago Sun	3039	2492
Ch-11-id—Press handout, U. S. Department of Agriculture release 1633–42, dated January 27, 1942, giving "Statement by Secretary of Agriculture Claude R. Wickard"	3040	2493
Ch-12-id—Press handout, U. S. Department of Agriculture release 1645–42, dated January 29, 1942, re "Summary of USDA Releases and Reports"	3042	2495
Ch-13-id—Front page of The Chicago Sun for Monday, April 19, 1943, covering story on "Shangri-La"	3044	2498
Ch-14-id—Front page of Chicago Daily Tribune for Monday, April 19, 1943, covering story on "Shangri-La"	3045	2499
Ch-15-id—Reprint from Editor & Publisher for March 21, 1942, of The Chicago Sun Syndicate advertise-		

Record from D.C.U.S. Southern District of New York—Continued
Defendants' exhibits (Chicago)—Continued

	Original	Print
ment with caption "Newsmen of The Chicago Sun's Wire Services Made 3 Great News Beats within one month!"	3046	2500
Ch-16-id—Copy of Sun Flashes which reproduces Western Union message of January 10, 1942, from Marshall Field and Silliman Evans to Henry Luce, Editor of Time	3047	2501
Ch-17-id—Page 12 of The Chicago Sun for Saturday, January 2, 1943, advertising the Chicago Sun	3048	2502
Ch-18-id—Page 23 of The Chicago Sun for Tuesday, December 29, 1942, giving circulation figures of Chicago newspapers	3049	2503
Ch-19-id—Advertisement of The Chicago Sun entitled "We ain't mad at nobody"	3050	2504
Ch-20-id—Advertisement by The Chicago Sun syndicate of Knickerbocker news beats	3051	2505
Ch-21-id—Copy of Sun Flashes reproducing article "H. V. Kaltenborn Tells of The Sun's War Beat"	3052	2506
Ch-22-id—Advertisement by The Chicago Sun	3053	2507
Ch-23-id—Advertisement of The Chicago Sun	3054	2508
Ch-24-id—Advertisement of The Chicago Sun, with caption "Mrs. S. must be slipping!"	3055	2510
Ch-25-id—Advertisement of The Chicago Sun, with caption "You'll be late again, Henry"	3056	2511
Ch-26-id—Advertisement of the Chicago Sun, with caption "He's on Sun time now!"	3057	2512
Ch-27-id—Advertisement of the Chicago Sun, with caption "Can't get away with it—"	3058	2513
Ch-28-id—Advertisement of The Chicago Sun, with caption "* * * nor with circuses!"	3059	2514
Ch-29-id—Figures prepared by Auditing Bureau of Circulation, on circulation of newspaper customers of CTPS	3060	2515
Ch-30-id—UP story on Missouri lynching	3061	2516
Ch-31-id—Story by staff men of Chicago Tribune on the Missouri lynching, run by Chicago Daily Tribune in issue of Monday, January 26, 1942	3062	2516
Ch-32-id—Final 3-star edition of The Chicago Sun for Sunday, January 25, 1942 (front page) covering report on Pearl Harbor	3063	2516
Ch-33-id—Final 3-star edition of Chicago Daily Tribune for Friday, January 30, 1942 (front page) covering battleship Barham story	3064	2516
Plaintiff's exhibits (New York):		
1-id—Agreement between NY Tribune Inc. (by Howard Davis, VP) and Silliman Evans, agent for Marshall Field, dated October 15, 1941	3065	2517

Record from D.C.U.S. Southern District of New York—Continued
Plaintiff's exhibits (New York)—Continued

	Original	Print
2-id—Agreement between NY Tribune (by Howard Davis, Exec. VP) and Chicago Sun, by Silliman Evans, dated March 25, 1943	3071	2523
4-id—Copy of letter dated March 14, 1942, from Reuters (Mr. Rogers) to Managing Editor of Chicago Sun	3075	2527
6-id—Paper headed "Items upon which we desire information relating to INS"	3077	2528
7-id—Document headed "KFS, INS Division, Question No. 1"	3078	2529
8-id—Paper headed "KFS, INS Division, Question No. 2"	3088	2538
9-id—Paper headed "KFS, INS Division, Question No. 3"	3090	2540
10-id—Paper headed "KFS, INS Division, Question No. 4"	3091	2541
11-id—Paper headed "KFS, INS Division Payroll expense for year 1941, Question No. 5"	3092	2541
12-id—Paper headed "KFS, INS Division, Question No. 6"	3093	2542
13-id—Paper headed "KFS, INS Division, Question No. 7"	3094	2542
14-id—Paper headed "KFS, INS Division Leased Wire Expense, Question No. 8"	3095	2542
15-id—Paper headed "KFS, INS Division, Question No. 9"	3096	2542
16-id—Paper headed "KFS, INS Division, Question No. 10, News Expense, Question No. 10, Traffic Expense"	3097	2543
17-id—Paper headed "KFS, INS Division, Question No. 11"	3099	2544
17-A-id—Paper headed "KFS, INS Division, Question No. 12"	3100	2544
18-id—Paper headed "KFS, INS Division, Full-time Employees, Question No. 13"	3101	2545
19-id—Carbon copy of letter dated August 14, 1942 from Thurman Arnold, Ass't. Atty. Genl. to Seymour Berkson	3105	5549
20-id—Letter, dated August 20, 1942, from Seymour Berkson, Managing Editor, to Thurman Arnold	3107	2550
21-id—List of newspapers served by INS under franchise contracts dated April 20, 1943	3109	2552
22-id—List of subscribers having asset value contracts	3111	2554
24-id—Statement of the weekly newspaper clients, as of September 30, 1941, of the feature dept. of Kings Features Synd. Inc.	3113	2556
25-id—Statement of the cost to IN Pictures of its service to other than US daily newspapers during the year 1941	3122	2565

Record from D.C.U.S. Southern District of New York—Continued
Plaintiff's exhibits (New York)—Continued

	Original	Print
26-id—Statement of the number of INP clients in the year 1941 that were not daily newspapers	3123	2565
28-id—Statement of the number of INS customers in 1941 which were not US daily newspapers	3124	2565
29-id—Statement of the number of INS customers in year 1941 which were radio stations	3125	2566
30-id—Statement of the percentage of total 1941 INP revenues derived (a) from US daily newspapers, (b) from domestic sales, (c) from foreign sales	3126	2566
31-id—Statement of the percentage of INS revenues during the year 1941 derived from US daily newspapers and from other customers	3127	2566
33-id—Statement showing total amount paid by INS to stringmen (a) in 1941 and (b) in 1942, in each state of the United States	3128	2567
34-id—Statement showing the total amount paid by INS to stringmen in Canada in 1941 and in 1942	3129	2568
35-id—Statement as to the number of the 1864 reporters, correspondents and stringmen of INS in August, 1942, who were full time reporters and correspondents, part time reporters and correspondents and stringmen	3130	2568
37-id—Statement showing the names of all US evening newspapers having a circulation of 10,000 or more subscribing to INS service on September 1, 1942 which did not also have the news service of UP or AP	3131	2569
38-id—Statement showing the names of all the US morning newspapers having any circulation whatever which subscribed to INS service on September 1, 1942, which did not also then have the news service of either UP or AP	3132	2569
39-id—Statement of the number of customers listed on Defts. Ex. No. 12 who were receiving their pictures (a) by leased wire, (b) by messenger, (c) by mail domestic, (d) by mail, foreign	3133	2569
40-id—Statement showing the proportions or percentages of the total INP revenues in 1941 derived from (a) pictures delivered by leased wire; (b) pictures delivered by other means	3134	2570
42-id—Statement showing the correct list of newspapers as of August 1, 1942, obligated to furnish local news to INS	3135	2570
43-id—Statement of the list of US newspapers subscribing to INS news service as of September 1, 1942, which had exclusive rights of publication in their respective territories	3136	2572
44-id—Statement of the list of the US newspapers subscribing to INS news service under asset value con-		

	Original	Print
Record from D.C.U.S. Southern District of New York—Continued		
Plaintiff's exhibits (New York)—Continued		
tracts and the respective amounts payable to those papers should INS be sold to competitors in the area	3137	2573
45-id—Statement showing a list of INP leased wire picture customers other than Hearst newspapers, entitled to exclusive use of pictures in their territories	3139	2575
46-id—Statement from Mr. Connolly of a list of INP picture customers receiving pictures by other means than leased wires, other than the Hearst papers, entitled to the exclusive use of the pictures in their respective territories	3140	2575
Plaintiff's exhibit Ch.-2-id-(Chicago)—Form of contract, Chicago Tribune—New York News Syndicate	3141	2576
Opinion, Hand, J.	3144	2579
Dissenting opinion, Swan, J.	3170	2601
Findings of fact and conclusions of law	3176	2606
Judgment	3205	2630
Appeal papers of The Associated Press, et al:		
Petition for appeal	3211	2634
Assignment of errors	3214	2635
Order allowing appeal	3221	2639
Bond on appeal (omitted in printing)	3223	
Praecipe for record	3226	2641
Citation (omitted in printing)	3234	
Appeal papers of Tribune Company and Robert Rutherford McCormick:		
Petition for appeal	3238	2646
Assignment of errors	3242	2647
Order allowing appeal	3259	2660
Bond on appeal (omitted in printing)	3262	
Praecipe for record	3265	2661
Citation (omitted in printing)	3271	
Appeal papers of United States of America:		
Petition for appeal	3273	2665
Assignment of errors	3274	2666
Order allowing appeal	3281	2672
Praecipe for record	3282	2672
Citation (omitted in printing)	3284	
Stipulation as to record	3287	2674
Clerk's certificate (omitted in printing)	3289	
Statement of points to be relied upon and designation of record—Case No. 57	3290	2674
Statement of points to be relied upon and designation of record—Case No. 58	3297	2679
Statement of points to be relied upon and designation of record—Case No. 59	3299	2680
Order noting probable jurisdiction	3302	2681

[fol. 2434] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

[Title omitted]

NOTICE TO TAKE DEPOSITIONS UPON ORAL EXAMINATION—Filed April 5, 1943

To Francis Biddle, Esq., Attorney General of the United States, Washington, D. C.
Tom C. Clark, Esq., Assistant Attorney General of the United States, Washington, D. C.
John Henry Lewin, Esq., Charles H. Weston, Esq., and Charles B. Rugg, Esq., Special Assistants to the Attorney General of the United States, 225 Broadway, Borough of Manhattan, New York, N. Y.
Weymouth Kirkland, Esq., Messrs. Townley, Updike & Carter, 220 East 42nd Street, New York, N. Y. Attorneys for Tribune Company and Robert Rutherford McCormick.

SIRS:

Please Take Notice that at the times, dates and places below specified the undersigned defendants in the above-entitled action will take the depositions of the organizations listed below. The depositions will be taken upon oral examination pursuant to the Federal Rules of Civil Procedure, before an officer authorized by law to take depositions. [fol. 2435] The oral examinations will continue from day to day until completed. You are invited to attend and cross-examine:

The Following Depositions Will Be Taken at 10:00 A.M. on the Dates Specified, in Room 605, Bar Building, 36 West 44th Street, New York, N. Y.:

April 12, 1943

New York Times Company of 229 West 44th Street, New York, N. Y., by Arthur H. Sulzberger, Edwin L. James and Fred E. Meinholtz.

April 14, 1943

New York Tribune Inc., of 230 West 41st Street, New York, N. Y., by Howard Davis and Harry Staton.

April 16, 1943

Reuters, Limited, of 50 Rockefeller Plaza, New York, N. Y., by R. Vivian Haley and D. Kimpton Rogers.

April 19, 1943

United Press Associations of 220 East 42nd Street, New York, N. Y., by Hugh Baillie and Edwin M. Williams.

April 23, 1943

United Features Syndicate, Inc., of 220 East 42nd Street, New York, N. Y., by George Carlin.

April 24, 1943

Times-Mirro Company of 201 West First Street, Los Angeles, California, by Norman Chandler and Thomas Lewis.

April 26, 1943

Acme Newspictures, Inc., of 461 Eighth Avenue, New York, N. Y., by Fred S. Ferguson.

[fol. 2436] *April 28, 1943*

NEA Service, Inc., of 1200 W. Third Street, Cleveland, Ohio, by Fred S. Ferguson.

Science Service, Incorporated, of 1719 N Street, N. W., Washington, D. C., by Watson Davis, Hallie Jenkins and Alvin C. Stewart.

April 30, 1943

King Features Syndicate, Inc., of 235 East 45th Street, New York, N. Y., by J. V. Connolly.

May 7, 1943

North American Newspaper Alliance, Inc., of 247 West 43rd Street, New York, N. Y., by John N. Wheeler and James L. Freeman.

Bell Syndicate Inc., of 247 West 43rd Street, New York, N. Y., by Henry M. Snevily and Kathleen Caesar.

May 9, 1943

Jewish Telegraphic Agency Inc., of 106 East 41st Street, New York, N. Y., by Jacob Landau and Boris Smolar.

Overseas News Agency Inc., of 101 Park Avenue, New York, N. Y., by Jacob Landau and H. Wishengrad.

Woehrle News Service of 153 Centre Street, New York, N. Y., by Alexander J. Woehrle.

May 12, 1943

The Federated Press of 30 Irving Place, New York, N. Y., by John Dunn, H. Richard Seller and Marc Stone.

[fol. 2437] *May 14, 1943*

World Feature Service of 220 East 42nd Street, New York, N. Y., by George A. Carlin.

Metropolitan Newspaper Feature Service, Inc., of 220 East 42nd Street, New York, N. Y., by George A. Carlin.

Consolidated News Features, Inc., of 247 West 43rd Street, New York, N. Y., by Kathleen Caesar and Joseph B. Agnelli.

The following Depositions Will Be Taken at 10:00 A. M., on the Date Specified at 33 North La Salle Street, Room 3200, Chicago, Illinois:

May 3, 1943

The Chicago Daily News, Inc., of 400 W. Madison Street, Chicago, Ill., by Carroll Binder and Lynn Aldrich.

May 5, 1943

Chicago Tribune-New York News Syndicate, Inc., of 220 East 42nd Street, New York, N. Y., by Arthur Crawford, Molly Slott, J. A. Derham, Ray Mason, Donald Maxwell and J. Loy Maloney.

Dated, New York, N. Y., April 3, 1943.

Yours, etc., Milbank, Tweed & Hope, Attorneys for Defendants, The Associated Press, et al.

[fols. 2438-2455] [File endorsement omitted]

[fol. 2456] IN UNITED STATES DISTRICT COURT

U. S. vs. AP

Narrative Statement of Depositions Taken Before Trial

ABSTRACT

Deposition of Carroll Binder, Chicago Daily News, Chicago, May 4, 1943

Direct Examination.

By Mr. Pfeiffer:

I am the foreign editor and director of the foreign service of the Chicago Daily News. I have been connected with the foreign service 17 or 18 years and director of the foreign service for batter than seven years. I was in newspaper business for 30 years, a practicing newspaper man for about 25 years. I started as a reporter on the Philadelphia Press in 1912 and from there I went to Harvard. I resumed newspaper work after the war. I made occasional trips as a correspondent abroad in the early 1920's. From 1927 to 1931 I was continuously abroad as a resident correspondent, roughly as follows: two years in Italy, seven or eight months in Russia, shorter periods in Geneva, the Balkans, and other parts of Europe, and in 1930 and 1931 as chief correspondent in London. Since then I have made occasional trips to the Far East, Europe and Australia.

All of my foreign service has been in association with the Chicago Daily News. The Chicago Daily News has maintained a foreign service for 45 years. It was the first American newspaper to have an American staffed comprehensive foreign service. Victor Lawson established it about the time of the Spanish-American War. He was the sole proprietor of the Chicago Daily News from the 70's until his death about 1925. Since the Spanish-American War the Chicago Daily News has continuously maintained a foreign service staffed by Americans. At the present [fol. 2457] time it has 12 foreign correspondents in active service and three home on leaves of absence. That is about the average number of employees the service has had over the last six or seven years. These correspondents at present are in the following localities: Nat Barrows, Stock-

holm; Robert J. Casey, with the Navy; Paul Ghali, Bern, Switzerland; Allen Haden, Buenos Aires; Helen Kirkpatrick, London; Bernard McQuaid, with the fleet in the Pacific; Victor Gordon Lennox, London; Richard Mowrer, Allied headquarters, Algiers; David Nichol, Moscow; A. F. Steele, Chungking; William H. Stoneman, Tunisia; George Weller, New Guinea; on leave of absence in the United States, Leland Stowe, Wallace Deuel, and John Whittaker. Bureaus or offices outside the U. S. are maintained in London and Bern, and perhaps an office in Moscow. Formerly elaborate offices were maintained in the major capitals, in Paris, Berlin, Rome, London, Moscow, Shanghai and Tokyo, but the war has changed that. There are interpreters employed in Moscow and Chungking and from time to time in other places. There is a secretary in London, and an assistant in Bern.

In New York where the radio and cable reports are received, two people are exclusively devoting their time to the expansion of the cable dispatches. In Chicago, in addition to myself, there is one man employed in foreign service full time and another man on the sixth day. I have a secretary who devotes all of her time to the functioning of the foreign service.

On most papers the managing editor is accustomed to direct the work of the men abroad, if they have a staff of foreign correspondents. The Chicago Daily News found that it gets more satisfactory results by having the managing editor confine his responsibilities to the direction of [fol. 2458] correspondents within the U. S. and the editing of the domestic report, and the foreign editor is the director of all of the correspondents abroad. He decides what use shall be made of all news matter originating outside of the U. S. In addition, I write at least once a week a commentary on foreign affairs which is not only published in our columns, but is carried on the leased wire to the clients of the foreign service, and is used by both the newspapers and for broadcasting over the radio.

A conservative estimate of the average wordage received by the Chicago Daily News from its foreign correspondents would be 5,000 words per day six days per week. It might be as much as 50% greater for a period of weeks, depending on the degree of activity in the foreign field, or on the time when the authorities release dispatches. The trans-

mission of foreign correspondents' reports, to our reception point in New York, is both by wire and by wireless, and by cable. The preponderance at present comes by radio. In either case they are received in New York and sent out from there on the leased wire which operates simultaneously to all points in the U. S. and Canada so that we receive the report simultaneously with the 50 other papers that are receiving it.

The Chicago Daily News foreign service is sold to other newspapers. Daily News foreign correspondents are accredited to the U. S. armed forces on the same basis as the press agency correspondents. In the sale by the Chicago Daily News to newspapers, it is in competition with the agencies of the New York Times, New York Herald-Tribune, the Chicago Tribune, and to some extent with the North American Newspaper Alliance. Within the limited [fol. 2459] field of the Chicago Daily News foreign service, it is in competition with the press agencies, to the extent that the press agencies represent they have an adequate report, and therefore we must persuade each of our prospects that there is something unique in our offering that they should have. That is the job of our salesmen and our representatives.

Three radio stations buy our service in cities in which it is not carried in the newspapers, and, in addition, one of these stations broadcasts my weekly articles. I do not broadcast. We merely make available to the radio stations our report, as though it were a newspaper. It is then up to them to decide whether they broadcast any of the report. As a promotional activity Chicago Daily News now has a 15-minute program in Chicago on which some of our dispatches are broadcast.

Cross-examination.

By Mr. Rugg:

I ordinarily have nothing to do with the salesmanship of the foreign service. This is covered by Mr. Aldrich. Our paper is not published on Sunday; however, some papers who take our service may carry the Saturday news report in their Sunday edition. The leased wires are not open on Sunday. The report is only on the six week days. The number of foreign correspondents has not changed

more than by one or two since the outbreak of the war. Today and for recent years we have had no string men. With the fall of Manila the last of our string men were out of service. We concentrate on the work of full time staff men who do nothing but represent us. They are not permitted to represent broadcasting agencies or any other publications. That is why we have a smaller staff than some of the competing organizations who have string men listed as their correspondents. We have no arrangements [fol. 2460] with foreign newspapers for the exchange of news. We sell our reports in toto to the London Daily Telegraph and to perhaps four Canadian papers, in part to two South American papers, and also to several papers in Australia and New Zealand. The Australian and New Zealand papers are sold through one agency and we do not know how many papers there carry our dispatches. We receive the reports of the Press Associations—AP and UP. Our foreign news service does not distribute any domestic news.

It took 45 years to build up the present foreign news gathering staff, but our staff had attained world wide renown before the first world war and we had a staff at least as large then as today. The Chicago Daily News could publish its paper in substantially its present form and with its present standard of quality with reference to foreign news without using the AP service, but with the UP and our own foreign service. On certain occasions we would find that our competitors had a particular story that we did not have, but the readers would have an accurate picture of the world abroad by the judicious use of our dispatches and the UP report. The Chicago Daily News foreign service is not a substitute for the foreign service of the AP. Our report alone, without any other press association report, would not be adequate for a metropolitan paper. We regard the Chicago Daily News foreign news service as a service which is supplementary to that of the other press associations, a special auxiliary service. It is not available for sale to more than one subscribing paper in a community because the sole worth of our service is that it is available to one newspaper in a given area and not to others. We have at times felt that our dispatches [fol. 2461] were not getting through as quickly as they should in competition with reports of other press associations. However, the other agencies have no doubt felt at

times that we got the breaks. We have a more limited period of transmission for our report than the 24-hour around the clock associations and the weekly magazines. Our leased wire operates from 7:00 to 11:00 New York war time. Anything received after 11:00 A.M. is sent either by Western Union or Postal Telegraph to our paper or to such of our clients as care to pay for it at the telegraphic rate. Some of our clients have a standing order as to the character of dispatches which shall be sent. Others would say query us before it shall be sent. Our service is geared up primarily for afternoon or evening papers. We have a few morning papers which cherish these dispatches so much that they are glad to print them next day, but our field is primarily the evening field. I am not on any staff committee of the Chicago Daily News that supervises the over-all policies of the publication of the paper.

[fol. 2461a] Chgo. D. News—Aldrich

[fol. 2462] U. S. vs. AP

ABSTRACT

Deposition of Lynn E. Aldrich, Chicago Daily News, Chicago, May 4, 1943

Direct Examination.

By Mr. Pfeiffer:

I am the Treasurer of the Chicago Daily News, Incorporated, which is an Illinois corporation publishing the Chicago Daily News.

I have a statement showing the expenditures for the foreign service of the Chicago Daily News for the year 1942. The total expenditures for that year were $293,257. This is broken down as follows: Salaries, $95,788; correspondents' expenses, $59,688; office expenses, $7,402; office rent, $1,506; cables and wireless, $55,091; New York office, $2,270; client wire costs, $47,313; selling expenses and promotion, $24,199. The item under salaries includes all salaries including that of Mr. Binder, but does not include any administrative or overhead expenses. None of the figures given in the breakdown includes any administrative or

overhead expense. The total figure for 1942 is greater than that for 1941 by $24,285. The Chicago Daily News foreign service is sold to approximately 55 newspapers and three radio stations (See pages 29, 30 and 31). The witness read into evidence a list of the newspapers to which the Chicago Daily News foreign service was furnished during all or part of the year 1942.

We also sell certain serial stories as a separate package to newspapers who do not take our foreign service. We have a written contract with the newspapers to whom we sell our foreign service. The witness produced a form of contract to be marked for identification.

[fol. 2463] (Whereupon said document was marked Defendants' Exhibit for identification Ch-1.)

The Register & Tribune Syndicate of Des Moines, Iowa, does all of the selling of Chicago Daily News foreign service, and the expense of that to the Chicago Daily News amounts to some $24,000 as included in the breakdown of figures submitted. The Chicago Daily News foreign service is sold to only one newspaper in a given city. There is no instance where two newspapers in the same city have this service except where the two newspapers are owned and published by the same person. There have been instances, however, as in Salt Lake City where the Deseret News has agreed to permit the sale to a radio station in its locality for part of the fee which they would ordinarily pay for the purchase of the service.

Cross-examination.

By Mr. Rugg:

The Denver Rocky Mountain News gave up the service during 1942 and the radio station KFEL thereupon took on the service. Chicago Daily News is now subscribing to the following domestic and foreign news and photo services:

Associated Press News Service, Associated Press Photo Service, AP Wide World, Acme Pictures, Bell Syndicate, Publishers Syndicate, United Features Syndicate, Press Features, LaFade, Register & Tribune Syndicate, Western Union Market Reports, Illinois Telegraphic News, City News Bureau, Washington

City News Bureau, New York Herald Tribune Syndicate, and United Press.

The Bell Syndicate service supplies comic cartoon strips, cross-word puzzles, and special articles. The Publishers [fol. 2464] Syndicate service also has special comics and features. The United Features Syndicate is not a part of UP. It handles comics and features. It is affiliated with the Scripps interests. Press Features is a small syndicate from which only one comic strip is purchased. The LaFade Syndicate handles comics and feature services. The Register & Tribune Syndicate is similar to United Features and LaFade. The Western Union market reports are the commodity markets. The Illinois Telegraphic News handles Illinois news of some kind. The City News Bureau is a local news gathering organization in Chicago. The Washington City News Bureau is some kind of a local news gathering organization. The New York Herald Tribune Syndicate sells the Chicago Daily News only comic strips—no foreign news. I have prepared a tabulation of the volume of AP and UP material, including AP and Acme pictures, used in the Chicago Daily News in comparison with the total news material used, pictures included, for the week ending April 24, 1943. Leaving out the fractions, it is as follows: AP news, 60 columns: AP pictures, wire photos, 43 columns; UP news, 29 columns; Acme pictures, ¼ of a column. Total 748 columns. The only foreign news services used by Chicago Daily News in 1942 were AP, UP and its own. There is no special allocation of costs to the Saturday paper.

We maintain a Washington Bureau. We have employed there one man engaged in collecting or rewriting news, another man who is a special writer, and a girl who acts as office manager and stenographer. The only bureaus in the U. S. are in Chicago and in Washington. Outside of these two cities there are no full time employees engaged in the collection and rewriting of domestic news. We have about 100 space writers, who have been paid at space rates, [fol. 2465] located in cities other than Washington and Chicago. The majority of them are employees of other newspapers. I do not know how many of the subscribers of the Chicago Daily News foreign news service are members of AP. Of the subscribers to our foreign service, four are newspapers which are exclusively morning newspapers.

Approximately five are both morning and evening papers out of a total of 55 subscribers and three radio stations. The arrangement with the Register & Tribune Syndicate is that it is an exclusive agency. The Chicago Daily News has published promotion material respecting its foreign service. The witness produced some first pages of the Editor & Publisher. These were offered in evidence as Plaintiff's Exhibit Ch-1 for identification.

(Whereupon said documents were marked Plaintiff's Exhibit Ch-1 for identification.)

The United Press buys from us Carroll Binder's weekly review and delivers it to La Razon in Buenos Aires. UP has no resale rights on this material in the U. S. The AP makes up a file out of our dispatches of about 1000 words and transmits that file to La Razon in Montevideo, Uruguay. We sell that to AP for a flat sum. Their rights of republication are limited only to Montevideo. The total revenue received by the foreign press news service for 1942 from the sale of its services to all its clients was $191,786. That includes Canadian and foreign newspapers. This service is delivered to the paper so that we pay the wire transmission cost, except on overhead special wires that may come in from time to time. We have not taken service from the North American Alliance since December of 1941. With respect to our competitive position with NANA in selling the foreign service, the changes made in NANA policies have [fol. 2466] not deteriorated our competitive position.

The Chicago Daily News also publishes what are known as two-week serial stories. These are syndicated through LaFade. These are literary productions purchased from the authors. Here the witness read into evidence a list of papers who purchased these serial stories. The total revenue received by the Chicago Daily News in the year 1942 for the sale of this service was $3,842.89. The story is sent by mail. We also try to sell a daily short story to clients. This is a literary production, a short story complete in one issue. The clients who bought the daily short story for the calendar year 1942 were listed by the witness; the list was read into evidence. The total revenue received from the daily short stories by Chicago Daily News was $2,008.74. This is sold through United Features Syndicate, which is paid a commission on the sale. Shoe-

maker's cartoon is also sold. He is paid a salary by Chicago Daily News. There is one customer who pays on a use basis; the rest pay a weekly sum. These cartoons are distributed through the Register & Tribune Syndicate of Des Moines, Iowa. The witness read the names of eight papers who purchased these cartoons. The net revenue was $70.

I have been with the Chicago Daily News since 1927. The question was asked, "Assuming the Associated Press, operating under its present rules and by-laws, in your opinion could the Chicago Daily News publish its paper substantially in its present form and with its present standard quality, without the Associated Press Service, not including AP pictures?" This was objected to. The witness said he had no opinion about it, that it was not something he could answer. The witness was then asked a similar question with respect to operating without AP picture [fol. 2467] service. This was objected to. The witness said he had no opinion, notwithstanding the fact that Chicago Daily News published 43 columns of AP pictures as compared with ¼ of a column of Acme pictures during the week of April 24, 1943.

The sample form of contract for the sale of foreign news lists the hours of service by wires as from 6 A. M. to 8 A. M. central time. That has now been modified; the hours are now 6 A.M. to 10 A.M. central war time. The hours of 6 to 10 would make the service of no value, so far as spontaneous news is concerned, for morning papers in the eastern and central time zones. It would be to some extent available to morning papers west of the central time zone, but the morning papers there would have to hold their presses until some time after 4 A.M., even on the west coast.

All of the contracts for the sale of foreign news service are not terminable on 90 days written notice. Some might be shorter; some might be 60 days' notice and some might be a year's notice. I recall some that are terminable at an interval shorter than 90 days but do not recall any contracts terminable on a year's notice. They are all exclusive within some defined territory. All the contracts have the commitment contained in clause 7, or the substance of clause 7.

Redirect examination.

By Mr. Pfeiffer:

In March 1942 the Chicago Daily News extended its wire system to the Pacific Coast and up to Vancouver.

Plaintiff's Exhibit Ch-1 for identification, which is a full page ad from Editor and Publisher from the issue of March 28, 1942, advertises the foreign news service of the Chicago Daily News. It advertises the completion of the [fol. 2468] new private wire from Omaha to the West Coast. It states that a mighty group of newspapers are now simultaneously receiving and publishing the war news reporting of America's finest foreign staff. Together, this group of newspapers—more than 50 in all—have a daily circulation equal to more than half of the combined daily circulation of all the 419 English-language morning newspapers in the United States, and equal to almost one-third of the combined daily circulation of the 1,548 English-language afternoon papers in the country.

Redirect examination.

By Mr. Kirkland:

I did not make a breakdown of the front page stories of UP as compared with AP of the Chicago Daily News. Frequently our paper carries its lead story from UP. Examining the Daily News for Monday night, April 26, two stories in the right hand column were certainly leading stories. The leading story was the story of the Soviet breaks tie with Poles. On the front page there are three UP stories and four AP stories. The leading story of the day, about the Soviet breaks tie with the Poles, is a UP story, and the next leading story is a UP story. One of the AP stories is a very short story and the other two AP stories are very long. Examining the newspaper of April 27, we find the leading story is from AP and there are three stories from Daily News foreign service. Two of the three leading stories are from our own staff. Examining the issue of Wednesday, April 28, the lead story of the day is by our own staff writer, Richard Mowrer. The story to the right, alongside of that, is a UP story, a domestic story. There is also a UP bulletin followed by our own story from Bern. There is a UP story on the right

hand corner of the front page. Examining the issue of [fol. 2469] April 29, I find there are two foreign stories by our own service. There is an AP story about the President's being home after a tour of the U. S. war camps; and there are two small UP stories. Examining the issue of Friday, April 30, the lead story in the right hand corner is a UP story, and the other is by our own staff writer in Washington. Then there is one story by the Chicago Daily News foreign service; an AP story on Martinique; three small UP stories and one small AP story. In the issue of Saturday, May 1, there is a double 8-column heading of a story about the coal mines being taken over by the U. S., which is by UP. This was clearly the story of the day. There is a North African story by Richard Mowrer of the Chicago Daily News foreign service. The derby story is by own our correspondent, John P. Carmichael. There is only one small AP story on the first page of that issue, a story of six lines. I would call that an average week.

Recross examination.

By Mr. Rugg:

The Chicago Daily News is an afternoon paper. The edition of the paper I examined for Mr. Kirkland was what is known as the Red Streak edition, which is the last edition; it goes to press about 6:00 P.M. The masthead over the editorial column reads: "Member of The Associated Press. The Associated Press is exclusively entitled to the use for republication of all news dispatches credited to it or not otherwise credited to this paper and also the local news published herein. All rights of publication of special dispatches herein also are reserved." This masthead is always carried. The clause about being a member of AP is always used.

Mr. Victor Lawson had died before I became associated with the Chicago Daily News. It was his paper. He had been publisher of it his whole life.

[fol. 2470] *U. S. vs. AP*

ABSTRACT

Deposition of William Donald Maxwell,
Chicago Tribune,
Chicago, May 4, 1943

Direct examination.

By Mr. Kirkland:

I live at 820 North Michigan Avenue, Evanston, Illinois. I have been in the newspaper business all my life. I am assistant managing editor and city editor of the Chicago Tribune. I have been city editor since January 1938 and have always served as assistant managing editor. About six months ago I was designated on the payroll as managing editor.

When I was 16 years old I commenced working for the Greencastle, Indiana, papers, the Banner and the Herald. I worked on the Indianapolis News as a reporter and assistant financial editor. In 1918 I worked on the Cleveland Press as a reporter and assistant sports editor. In 1920 I came to the Tribune, at the end of my junior year in college. I worked for the Tribune and went to the University at the same time. A year later I worked as news editor of the Vancouver Sun. I came back to the Tribune and worked as a reporter for another year. I became copy reader on the local desk, and then worked on the feature pages. I handled the financial pages. I have been assistant dog watch editor. I have been the picture editor. I was sports editor from 1925-30. I was news editor from 1930-38, for eight years. I have been city editor since 1938 and assistant managing editor. I have served as acting managing editor during that time for approximately two or three months of each year and also [fol. 2471] one day a week. I was actively associated with and trained by Mr. Edward Scott Beck, who was managing editor of the Tribune for some 35 years, and was actively trained by Robert Morton Lee, who was city and managing editor of the Tribune.

As city editor my duty is to supervise and direct the work of some 120 persons; those are the reporters, copy

readers, rewrite men, sub-editors who handle the news for the metropolitan area. Under the city editor are the metropolitan editor and a staff of 20, the financial editor and his staff, and the various feature writers. The city editor also serves as assistant managing editor. The managing editor is J. L. Maloney. He started on the Tribune two years before I did, and I have worked with him the entire time. Mr. Maloney and I consult with each other on everything that is done.

The publisher of the Tribune is Colonel Robert Rutherford McCormick. The daily circulation in 1942 was about one million, ten or fifteen thousand and the Sunday circulation was about one million, two hundred and fifty thousand. It is the largest circulation for a standard size newspaper in the U. S. There is no larger circulation than that of the New York News.

The Tribune editorial staff has some 344 employees, full time. The administrative staff consists of the managing editor, the assistant managing editor, the news editor, the night editor, the assistant news editor, and the dog watch editor. The dog watch editor is a man who comes on after the first final edition has gone to press. He is practically an acting managing editor during the hours when the managing editor and the assistant managing editor and his staff have gone home. Under these administrative heads [fol. 2472] would come the city department, under the city editor; the telegraph editor and his staff of about 10 men—copy readers and rewrite men—and under him would be the bureaus and correspondents throughout the U. S.; then there is the sports editor and his staff; the financial editor and his staff, and the metropolital editor who supervises the gathering of the local news which is run in the Sunday paper—this is news which does not go into the daily paper. Then there is the reference room, the feature writers, the art director and his staff of 18, the society editor and her staff of 4 or 5 girls, the cable editor and his transcribers and copy readers and correspondents—they handle nothing but foreign news; the Sunday editor and his staff of about 30 persons. There are different departmental features, such as the farm editor, all working under the general administrative staff. The New York News is organized on the same pattern as the Tribune.

With reference to domestic news there are 344 persons who work under the managing editor of the Tribune. This includes those referred to as the metropolitan editor and his staff of about 20. The material of the metropolitan staff would not be used by the Tribune Press Service because it consists of local items. Deducting the 20 employees under the metropolitan editor would leave 324 collecting and editing domestic news which is available to the Tribune Press Service, which is the service that sells news and pictures to newspapers. There are 121 persons on the Tribune payroll who are engaged in collecting and editing news for the Chicago metropolitan area which includes an area of about 50 miles. This includes myself, my assistants, the city day editor and the assistant day city editor, my desk slot man and his assistant, my copy [fol. 2473] readers and rewrite men and reporters on the city editor's staff.

The Tribune has a bureau in New York City of seven persons. It has a bureau in Washington of 10 persons. It has a bureau in Milwaukee with two men. During the legislative session, there is a bureau in Springfield with two men. The bureaus report directly to the telegraph editor but they are also under the managing editor.

Figures which I have given refer only to those on the regular payroll. We have listed in our files and keep a card index of 947 persons who are correspondents of the Tribune. They are not regular full time employees of the Tribune. A paper entitled "the 947 correspondents and string men in the U. S. are located as follows" was marked for identification.

(Whereupon said document was marked Defendants' Exhibit Ch-3 for identification.)

Defendants' Exhibit Ch-3 is a correct description of the correspondents and string men and their locations. We paid 700 of them something last year. I examined that list myself and made it up. Correspondents' names are kept on cards. Each one of them has a substitute to be called upon in case he is not available. The list shows 211 in the State of Illinois. In the State of New York, in addition to correspondents we have the entire file of the New York Times and the files of the New York Daily News.

Both the Times and the Daily News have press associations working for them.

For correspondents we try to pick men who are city editors, managing editors, publishers or editorial executives in these towns and cities. We do this because there is a larger turnover in reporters than there is in the executive branch. The majority of our correspondents will be [fol. 2474] either city editors or managing editors on their home town papers. Some of our correspondents have been with us for 10, 15 or 20 years; some over 25 years. Not more than 50 are personally known to me. Many of them call on the telegraph editor when they come to Chicago, and his rewrite men talk on the telephone to a great many of them and get to know them. We have two rewrite men on the telephone desk who talk to these correspondents by telephone. When one is found to be deficient or missing or unsatisfactory, notices are given and a new correspondent is picked. Wherever one serves unsatisfactorily, the telegraph editor calls it to the attention of either the managing editor or myself, and we usually write him a letter. Most of them notify us when they are leaving the community or are quitting. We paid 300 of them last month, and during the year we have sent checks to 700 of them. We have one in the capital of each state in the Union—that is the first thing we make sure of—and in the larger cities. Some of them are reporters. They are not permitted to act as correspondents or string men for another morning paper in Chicago because we want an exclusive report from them. "Exclusiveness is one of the essentials of a successful newspaper, and we would not want our correspondents covering the news for an opposition paper." We call the five states around Chicago the Chicagoland territory. They are Indiana, Illinois, Michigan, Wisconsin and Iowa. The bulk of the Tribune's circulation is in these states.

The Chicago Tribune-New York News syndicate is a Delaware corporation which sells fiction and comics and features. They have an exclusive feature in their sales contract. The syndicate has a subsidiary called the C. T. P. S., the Chicago Tribune Press Service. It is not [fol. 2475] incorporated, it is really a department of the syndicate. The Chicago Tribune Press Service sells news but not features or fiction. The syndicate sells the comics

as well as the fiction and the features. The C. T. P. S. does not sell news in the Chicagoland territory. The Chicago Tribune has an arrangement with the Los Angeles Times News Bureau which sends any news the Tribune wants. There is an exchange agreement—they have a correspondent in the Tribune office and we have the use of any of their news. We have an exchange agreement with the New York Times in which we have all the news printed by the New York Times available to the Tribune; they likewise have our news. We have the same arrangement with the New York News. We have an arrangement with the San Francisco Chronicle bureau under which we order news from them, but it is not an exchange agreement. We have the Dow-Jones financial ticker service in our financial department. The Chicago Tribune Press Service has 17 customers who agree to furnish C. T. P. S. any news that the Tribune asks them for. We have AP but not UP or INS.

The foreign department on the Tribune is directly under the publisher, Colonel McCormick. The managing editor and the assistant managing editor and the cable editor, under Colonel McCormick, handle the administrative problems of the foreign service. We have 11 men on the regular payroll as foreign correspondents and about 21 men who are paid on space rates, making a total of 32 correspondents. Preceding the outbreak of war in 1939 there were 26 foreign correspondents. The regular correspondents are as follows: S. P. Brewer, now in Ankara; David Darragh, assigned to Vichy, but now interned in Germany. Of course, his salary goes on. S. M. Corman, in North Africa. J. H. Thompson, in North Africa. Both of those boys, incidentally, went from the city editor's staff. E. R. [fol. 2476] Noderer, in London, assigned to London. He has not arrived there yet. Larry Rue, in London; H. A. Small, in India; R. A. Chromie, in Australia. Chromie was our man in Guadalcanal. G. H. Gowran, assigned to the South Pacific; Warren Baker in Alaska; Charles Lavelle, now assigned to Central America.

The list of string men and their location is as follows: A. L. Dinkley, Mexico City. Harold Tatem, Buenos Aires; S. L. Sheppard, St. Johns, Newfoundland; J. R. Smith, Ottawa, Canada; John Conklin, Winnipeg, Canada; Gustavo Reno, Havana, Cuba; Emilio Robert, Costa Rica;

Peter Brennan, Canal Zone; Anthony Patric, Rio De Janeiro; W. A. O'Carroll, New South Wales; Quintin Pope, Wellington, New Zealand; Manuel Lyra, Lisbon, Portugal; Earl Kelly, Vancouver, B. C.; A. H. Collins, Toronto, Canada; G. J. Fitzgerald, Montreal, Canada; W. F. O'Reilly, San Juan, Porto Rico; C. M. Griffis, Lima, Peru; Gordon Roberts, Quebec, Canada; Hugh Currin, Dublin, Ireland; Harwood Hall, San Juan, Porto Rico; M. N. Negru, Montreal, Canada; Colin A. Sebastian, Toronto, Canada; Everett E. Bauman, Buenos Aires.

Last month we paid 18 of the string men. The regular correspondents are well known to the office, of course, but these men I have given you later are known by correspondence to the cable department. The string men were picked by our own staff men when they visited this country or were picked by the cable department after correspondence with them. I recall no instance where we found them untrustworthy.

Before the outbreak of war in September 1939 we had correspondents in the Philippines, in Japan, China, in Madrid, Spain; we have a bureau in Berlin, Tokyo, and Holland. We had correspondents in Vienna, Sweden, Denmark and Norway. We had a regular bureau in Rome. [fol. 2477] We had a man in Warsaw and one at Gibralter. The Tribune has paid the London Telegraph and Post a stipulated amount each year for the full use of the news proofs of that paper. This amounts to some $7,000 a year or 1400 pounds. There was no exchange of news. We just bought their news. Our correspondent, Rue, selected such news from them as he thought worth sending to us. It was available to the Tribune Press Service. Rue has the use also of the Parliamentary News Service, which is a London service. Anything that appeared in the New York Times from the Swiss Telegraphic Agency or Reuters or Aneta of Holland was available to the Chicago Tribune and available for resale to any newspaper west of the Mississippi, exclusive of St. Louis, where the New York Times had a prior contract with the Globe-Democrat.

We have correspondents in most of the principal cities of Canada. We secure Reuters news through the AP. AP also distributes Canadian news in this country.

The 11 regular foreign correspondents are with the armed services of the U. S. or other countries. In this

country we have a man on maneuvers with the army and a staff man traveling most of the year visiting the army camps. He is also aviation editor. We have two men with the North African expeditionary forces, and a man covering our forces in India. We have Gowran in the South Pacific covering the activities of the fleet. We have Chromie covering McArthur's headquarters. We have Pope covering our forces in New Zealand. We have Baker attached to the American forces in Alaska. Mr. Corman, who is now in North Africa, is assigned to the headquarters in London.

We get AP picture service and wire photo service and the Acme picture and wire photo service. The AP sends [fol. 2478] us pictures by mail, and we buy a great many from individuals. We also buy pictures from a score of picture services. We run some 20 columns of pictures a day. For the Sunday Tribune we purchase pictures from the following sources: Acme Newspictures, Inc., Associated Press, International Newsphotos European Picture Service, Black Star, Ewing Galloway, Ferdinand Hirsh, Paul's Photos, Kaufmann & Fabry, Underwood & Underwood, a man named L. Jacobi, agent for Pix, Schostal, Pictorial Publishing Company, Henle, Three Lions, Publix, Monkmeyer, British Combine, Keystone, Sovfoto, and Authenticated News. We buy about 200 pictures a week, exclusive of the ones furnished to us by the services. There are government agencies, such as the British, Russian, Chinese, and Australian agencies, as well as some South American agencies, that furnish pictures, most of them propaganda pictures. The Tribune was the leader of the newspapers in the development of sending pictures by wire. The Tribune interested itself in Telepix and in the Bartlane process. It organized a mutual association of newspapers to investigate and back the furtherance of sending pictures by wire.

The Telepix and the Bartlane process were later purchased by Acme pictures. Telepix was principally backed by the Tribune and the New York Daily News. The Atlantic & Pacific Photos was a mutual company which the Tribune and New York Daily News formed with the Los Angeles Times and a number of other papers. That is the company that became Acme. We have a photographic staff of 26 photographers and an art room with 16 artists and we have

a color studio with five photographers. The Tribune took the lead in taking color pictures for newspaper work. Our color studio is probably the largest, and produces the most colored prints of any newspaper studio in America. The [fol. 2479] other newspapers in the country send their films to Eastman to develop. We develop our own and so does New York Daily News. There is seldom a day when we do not have a news photographer out of the city on an assignment. These photographs, with the exception of those purchased from AP and Acme, are available to the Press Service if requested. Eight of the 16 artists in the art room work on maps constantly. The Tribune prepares an average of four maps a day. We have secured base maps from every source we could find to insure accuracy. We have the finest base maps in the country on Russia. Those maps are available to the Tribune Press Service. We have a reference room called the morgue which has more than a million items and pictures.

(A statement of the expenditures of the Chicago Tribune and New York News for the collection of news in the year 1942 was marked as Defendants' Exhibit Ch-4, for identification.)

This statement of expenditures was prepared by Mr. Coty of the auditing department. I am sure this is accurate. I cannot vouch for the New York Daily News expenditures. The figures under "Local and domestic staff salaries" include the salaries of everyone under the city editor, the telegraph, cable, sports and financial editors. It does not include the salaries of executives outside of the editorial staff nor does it include the Sunday departments, which are listed separately, or the cable department. "Miscellaneous space payments" are payments made to casual or string correspondents of the city editor in this 50 mile area that constitutes the metropolitan area. It does not include all of the 947 string men. That is listed under domestic telegraph dispatches. "Local and domestic expenses" includes traveling expenses of reporters and photographers and correspondents who are asked to move from place to place, [fol. 2480] and telephone tolls. "Domestic telegraph dispatches" is the amount paid to correspondents for their contributions and for the telegraph tolls on those reports. $91,919.14 includes the pay of these correspondents and string men for one year. That does not include cable dis-

patches, which are listed under foreign. The first item under "foreign" is the salaries of the regular foreign correspondents and cable desk. Under foreign the next item is "Space payments and miscellaneous news services", which refers to payments that are made to people in various parts of the world that are not listed as our regular correspondents. "Expenses" would include the traveling expenses of correspondents. "Cables and radio" refers to cable tolls.

Press Wireless was founded by Chicago Tribune, New York Daily News, New York Herald Tribune, Los Angeles Times and the New York Times. The item of $53,647.77 for services is the amount that was paid to the AP for their news reports. The next item of $24,974.12 is the amount that was paid to AP for their wire photo pictures. The "Patsy" comic, $1300, is the AP comic that the Sunday paper purchases. That is the only comic we purchase from AP. The other comics we purchase from the Chicago Tribune-New York News syndicate.

Washington City News Service, $1,270.65, refers to the "Service purchased by our Washington Bureau to make it more efficient". "City News Association Service", which was paid $41,336.68, is a local news bureau. The other three items under the heading "Chicago Tribune-New York News Syndicate, Inc." show *show* the amounts paid to that syndicate for features, fiction and comics. The figures under "Photographic department" are exclusive of AP service. They are salaries paid to our photographers. [fol. 2481] "Domestic salaries" are salaries paid to photographers. "Photographs" refer to photographs purchased from individuals and through other services. The item of "Domestic Expenses" under the photographic department refers to the expense of running our studio, and traveling expenses. The item of $38,633.19 under "Color studios, salaries and expenses" refers to the five men who take the color pictures.

Under "Sunday departments, salaries, articles and expenses" are the salaries of the 30 people who work in the Sunday department. The item "Articles" is the money paid for articles published in the Sunday paper. Expenses are the traveling expenses of staff men who have gone out to get feature stories. These three items which amount to $191,458.42 under "Sunday departments" are over and above the daily papers. The above totals do not include

any portion of the management's executive salaries, social security taxes, group life insurance premiums, pension expenses, or any allocation of switchboard salaries and expenses which totaled $42,000 in 1942. The Chicago Tribune does not pay anything to the Chicago Tribune Press Service for the news it may receive from it. This statement bears Mr. Coty's signature. The books of the Chicago Tribune Press Service are kept in New York.

The Chicago Tribune Press Service was organized in 1916 and was run by a member of the city editor's staff. About 1933 it was transferred to the syndicate. It was run by the syndicate, and Mr. Arthur Crawford was the manager of the syndicate. About three years ago Colonel McCormick told Mr. Maloney and myself to supervise and direct it. We placed a member of our local staff, George [fol. 2482] Shreiber, assisted by the city editor, in charge of it. Mr. Shreiber went with the army and in his absence we appointed Mr. Mason. We have about 18 employees. About three years ago we changed from the Morse system and went over to the teletype system.

We have not pushed the Press Service to obtain a great number of clients. Colonel McCormick's idea was to make a connection with newspapers of fine standing and prestige rather than to solicit a great number of papers. We have only one salesman out. We have tried to make our report very selective and exclusive so that the member who receives the report will have 15,000 or 20,000 words of well-written news coverage. There are now 17 members including the Tribune. The syndicate salesmen were more concerned in selling comics and fiction than in selling the news service. They had no experience in selling news service.

We think the Press Service adds to the Tribune's prestige. We also look upon it as a news gatherer because the contract provides that the newspapers which buy the C.T.P.S. shall provide us with news. We have a potential news gathering organization of great value to us. If it is a story in Detroit, we can call upon the client in Detroit, the Free Press; or, if it were in California, we could call upon the Los Angeles Times. These customers are located in key cities throughout the country and are newspapers of standing, as for instance the Kansas City Star, the Los Angeles Times, the Salt Lake City Tribune, the Portland Oregonian and the Boston Post. The service furnishes us with news from the New York Daily News and the New

York Times. It has its own wires into New York and all these other cities. It furnishes the New York Daily News with news matter of the Chicago Tribune and these other [fol. 2483] newspapers in other cities. Wires pick up news from all of the 17 papers. There is a wire to Los Angeles. There is a wire to New Orleans. The paper served in New Orleans is the Times Picayune, one of the leading papers.

There may be 150,000 words of news available to send out on the wires but only 10 or 15 great stories a night. Mr. Maloney and I have stressed picking out these important stories and being sure that the background and the writing is accurately given so that the client who receives this report will have a very fine coverage on the principal news of the day. This is appreciated as is shown by the papers' use of this service. The papers use Chicago Tribune Press Service stories over the stories they receive from other press associations. Mr. Maloney and I do not read the entire report, but all questions of good taste or judgment are referred to our desk.

The press service has the use of the bureaus I have named. They have five employees in New York. They have the use of the Tribune's bureau in New York and the entire staff of the New York Daily News and the full news report of the New York Times. The employees in New York consist of a filing editor, his assistant and the telegraph operators, and an office boy or two. In Chicago there is a manager, a salesman, a file editor, and the operator. Mr. Mason is the acting manager of the Press Service. There are a total of 18 people employed in the New York and Chicago offices—14 regularly employed and four for relief. Mr. Mason has been a copy reader and reporter and wire chief for 15 or 20 years.

Some of these men were in the employ of the Tribune before they went with the Press Service. In fact all of them [fol. 2484] were. They are paid directly by the Tribune so they wont lose their pension rights. The Press Service reimburses the Tribune for that. The money paid by customers or clients to the Press Service goes to the Press Service office rather than to the office of the Chicago Tribune or the New York Daily News.

There is available to the Press Service the entire file of the city staff of the Tribune with the exception of what is called spontaneous news. That would mean 20,000 words would be available. The service is entitled to the entire

cable file. They also receive the benefit of the editing that is done on that. The cable stories often need work on them in the office. Verification of dates and a check on facts and background. The service receives all of New York Times copy for use west of the Mississippi. They also have all of the copy produced by the New York Daily News, excluding of course the spontaneous news items covered by the city editor's staff. It does not get news to which AP is entitled under its by-laws. They receive everything that is in the Tribune and the New York News with the exception of AP news and local news of a spontaneous origin. They receive all the news that the Tribune develops from its 947 correspondents. They would probably have 100,000 or 150,000 words a night out of which to pick the 20,000 words with which they serve their clients. I would think they use about 10,000 miles of leased wire. One of the clients is the Washington Times Herald. One of the New York wires runs through the Washington Times Herald office. One of our wires runs right into the New York Times office and another runs into the New York Daily News office. I would not call the news sold by the Chicago Tribune Press Service supplemental to the AP news. In many instances the [fol. 2485] C.T.P.S. news is of primary importance to the newspaper. Its service is a joint service, companion service, not a supplementary service. I have issues of the paper in which the C.T.P.S. news was the prime news printed and the news from the other press services was the supplementary news. In today's edition of the Chicago Tribune, the first page does not have a single AP dispatch on it. All of the news on the front page originated from our own correspondents, our own staff men, our own bureaus. Our opposition had only two small items an inch long each from a press service. Their news all originated from bureaus and staff men; I mean the Chicago Sun.

The C.T.P.S. sells spot news. It would not be difficult either to enlarge the amount sold or the amount gathered. We have held it down to this size because we thought that would fit the needs of the client. We could double the file or treble it overnight, and we could bring in five times as much news from the clients who buy the news service as we now bring in. One of the selling points of the Press Service is the fine reports of our foreign correspondents. If J. H. Thompson is on page one of the Tribune, he would also be on page one of these other 16 newspapers.

There are 40 or 50 morning papers in the territory tributary to Chicago in the five surrounding states. There is a strong morning paper in Gary; there is a good morning paper in Milwaukee; there are morning papers in Aurora and Elgin, in Rockford, Springfield, Peoria, Fort Wayne, South Bend, Indianapolis, Evansville and Grand Rapids. The C.T.P.S. does not sell to more than one paper in any one town. We want our report to be exclusive and so does the paper who purchases it. There is no such provision in the blank contracts, but that is the policy. In the territory [fol. 2486] surrounding Chicago there are two or three times as many afternoon papers as there are morning papers. I believe we looked it up and that there were some 300 afternoon papers in the five states and only about 40 or 50 morning papers. In those towns where we meet opposition our circulation is only a fraction of the circulation of these other papers. We have competition with the afternoon papers in that territory because of the length of time it takes to send the Tribune to the home town.

Since the Herald-Examiner stopped publication in 1939, there have been four papers in Chicago, and the Sun made it the fifth. The Chicago Tribune, the Chicago Daily News, the Chicago Herald-American which was the name of the paper after the Herald-Examiner merged with the American. The American was founded in Chicago in 1900. The Times was founded about 1928 after the purchase of the Journal by Mr. Thomason. The Herald-American receives INS, AP and UP. Chicago Daily News receives AP and UP. The Chicago Times receives AP and UP. The Chicago Tribune is a morning paper. The Times is an afternoon paper. The Chicago Tribune has only AP. The Tribune buys only from AP, the CTPS and the Washington agency to which they paid some $1300 in 1942. The Journal of Commerce is a morning paper. It is a financial paper published in the morning. Its circulation is about 20,000 or 25,000. From the time the Herald-Examiner ceased publication until the time the Sun started, the only paper that had morning delivery to the home was the Chicago Tribune.

The Chicago Her*ald*--American publishes its first edition at 8:19 the morning. It gets to the loop newsstands at 9:05 in the morning and to the outlying stands at 10:00, and to the suburban stands at 10:20 A. M. It is delivered to the homes from 3:00 to 5:00 P. M. The Chicago Daily News is

[fol. 2487] published at 10:30. It is on the loop stands at 10:40, the outlying stands at 10:45 and the suburban stands at 11:10 A. M.; the home delivery is from 3:00 to 5:00 P. M. The Chicago Times is issued at 8:12 A. M., reaches loop stands at approximately 8:40 A. M., gets to the outlying stands at 9:05, to the suburban stands at 9:30, and is delivered to the homes from 3:00 to 5:00 P. M.

The circulation of the Chicago Times in 1942 was around 400,000, of the Chicago Daily News around 450,000, the Chicago Herald-American 470,000. All three of these papers have five or six editions. The Chicago Tribune does not use the word "editions"; it is called replating. The Chicago Tribune is replated 10 or 12 times a night, depending on what the news is. We are able to replate much faster than the other newspapers. There were five regular editions in 1942. There were editions at 6:20 P. M., 8:30, 10:00, 11:30, and 3:00 A. M.

The early editions of the Tribune are on the stands along with the late editions of the afternoon papers. The afternoon papers sell up to midnight. For instance, if I get off the "L" at Main Street, Evanston, I will have in front of me all the afternoon papers, the late editions, and the first editions of the morning papers. In the morning the first edition of the afternoon papers will be on the stand at the same time the final edition of the Tribune is on the stand. A newspaper in Chicago is available to you on the newsstand 24 hours a day; there is no time in the 24 hours when the Chicago Tribune does not have to meet the competition of the three afternoon papers, each of which has the AP service.

There are different places on the newsstand that papers have at various hours and various times, but that has noth-
[fol. 2488] ing to do with the fact that they are on the stand. The Chicago Sun started publication in December 1941. It has editions that coincide with ours within 20 minutes. They meet every edition we have. Some nights they may get out more editions than we do.

They claim some scoops. A scoop on domestic news does not amount to anything, normally, because it is impossible for one newspaper in a city of any size to have an exclusive story for more than 30 or 40 minutes. The minute a newspaper appears, the first copies go to the rivals' editorial rooms. That may take five or ten minutes. Within five or ten minutes any rival has checked the story on the telephone

or telegraph or by a reporter on the spot, and has gotten up a story that is just as good or sometimes better and has gotten his paper out on the streets.

I am conversant with the history of newspapers since 1900 in Chicago. There have been 16 daily papers in that period. There are now five. Eleven of them have either merged or been sold out or closed down. There was the Chicago Record; there was the Record Herald, which became the Herald. There was the Journal. That was the oldest paper in Chicago, and was founded in 1843. It was sold in 1928 to Mr. Thomason, and in 1929 it was sold to the Chicago Daily News. The Post was founded about 1895. It was also purchased by the Chicago Daily News in 1931 or 1932. It was an afternoon paper with a circulation of about 80,000. The Herald-Examiner was the Hearst morning paper, founded in 1918, when Hearst purchased the debts and liabilities of the Herald. This paper went out of business in 1939. Of the papers that went out of business, nine of the eleven which folded up or had been merged or sold since 1900 had AP news service. The Chicago Tribune [fol. 2489] is the only one of the four newspapers here that never merged or never bought out a rival. The News bought two, and the American is the result of a merger with the Herald-Examiner and the Times, and was formed by purchasing the Journal. The Herald Examiner had been a morning paper. The American had been the Hearst evening paper and they took the name Herald-American after the Herald-Examiner quit.

I am familiar with the AP by-law about the return of news to AP. The Tribune follows that by-law. We send proofs of all our local news to AP and AP has a man in our office to see that those proofs do get there. But the only news that we do not make available to the Tribune Press Service is the news of spontaneous origin, even though we send all of that to the AP. In 1900 when the Associated Press of New York was formed they had no staff and they did not have many correspondents, and they wanted the news of all member papers. That was all the news they had. Since that time the AP has grown until it has big bureaus and staff members, and does not depend upon the news from the members to this extent. In 1900 we did not have the telephone. The telephone has completely revolutionized the gathering of news. It has been

the biggest factor in changing the collection of domestic news of anything in the country.

The exclusiveness of a paper's news report, or the way it tells of the event, is the thing that distinguishes that paper. An important domestic story depends on the report brought to it by the news association. We have a staff of nine rewrite men. They get on the telephone and talk direct to the officials at the scene of the crime, we will say; they talk direct to the relatives of someone who has been injured, or to eye witnesses. The Tribune story is [fol. 2490] thus gathered by our own staff men, written in the Tribune office, and we think written better and more accurately and quicker than it would be brought to us by the news service. For instance, at the time Mrs. Ickes was killed in an automobile accident in Arizona, a Chicagoan who had been a reader of the Tribune for years passed the scene and recognized Mrs. Ickes. Injured with her was Mrs. Genevieve Forbes Herrick, one of our former reporters. He phoned the Tribune, I answered, he was directed to go with the ambulance, and the Tribune had the story two or three hours before anyone else in the country could get it. We had all the facilities in the office; we had all the history and records of the principals in the accident; we had the pictures in our morgue; we covered that story without any press association at all.

Another instance, a year or two ago, there was a wreck near Utica, New York, on a train of the New York Central. I got the name of every newspaper within 15 miles of the accident and called the publisher or editor, or city editor or whoever was listed, and asked him to check the hospital in his town and help us gather the story. Within a half hour I had a staff of 15 people working on that story for us. Within two hours we had a list of 75 injured, all the dead, and eye-witness stories. Our story was so complete within an hour or two after the wreck that the New York Times used it. The telephone has done that.

The broadcasting of news has changed the value of the rule with respect to the exchange of news idea, local news. It has thrown it completely open. It made the rule rather foolish, because news reports are broadcast throughout the country every 10 or 15 minutes. The highlights of the news are on the air throughout the 24 hours. UP news is [fol. 2491] broadcast, so is INS, and so is Reuters. Trans-

radio Press, too, is broadcast. It was founded as a radio newes gathering organization. Chicago Tribune broadcasts news on WGN. New York Times broadcasts news every half hour. (Mr. Pfeiffer says every hour on the hour.)

The small newspapers have a different news gathering problem from the metropolitan newspapers. A smaller paper would not be interested in gathering a news event outside of its local territory. They gather their local news more efficiently than they used to because of the telephone. The papers in the smaller communities, such as Little Rock, Arkansas, outside of page one in a ten or twelve page paper, use mostly news gathered from small towns or localities. Most of the newspapers in the country, outside of Chicago and New York, have their own "state editor" and that state editor has scores, and may be 100 correspondents in small towns. This state editor runs an item in his paper on almost anything that happens in these hamlets or towns.

As a news editor, I have handled the UP reports for two or three years of the Tribune. The Tribune bought the UP report for the Sunday edition for two or three years. I worked on the Cleveland Press which handled nothing but UP reports. For two years the Tribune got out its first edition without any wire service at all; that is, without news from one of the press associations. The reason for that was the deadline strictly imposed by the AP; they refused to let a morning newspaper publish any AP items if it appeared on the street before 8:00 P.M. The war changed that strict interpretation of that rule.

I am familiar with the contents of the UP report. The AP report is one of the finest that could be purchased. The same can be said about the UP. The INS is a smaller report, but it is very fine in its composition. I have known [fol. 2492] papers that existed on nothing but INS reports and have been very successful. The Chicago American had nothing but INS and gained this big circulation and was very prosperous. It started in 1900 and it ran until 1932. Its circulation was over 400,000. The New York Journal had only INS. The largest circulation was over 800,000. The New York Mirror, another Hearst paper in New York, ran a long time with only INS. The New York Daily News ran from 1920 to 1929 with only UP and got over 1,000,000 circulation. The New York Times, the New

York Herald Tribune, the Chicago Tribune Service, and the Chicago Daily News foreign service are very fine services. I think the New York Times service is one of the finest the country has ever had. The New York Herald Tribune service, I do not know much about, but the Herald Tribune is a very fine newspaper. The Chicago Daily News foreign service is outstanding and the Chicago Tribune Press Service is good.

I asked Mike Kennedy, our Sunday editor, to give me a breakdown of the editorial content of the Sunday Tribune. He chose last Sunday. Out of a total of 432 columns of editorial content there were only 59 columns of news matter. About 29 columns of that was wire service in the news section. That does not include sports or financial. Sports would have the bigger percentage of wire service, but this would be routine news that could be obtained from half a dozen sources. Western Union, for instance, furnishes box scores on all major league games. A great deal of the wire service in the sports department comes from our own staff. We have 19 members in our sports department. There was about 29 columns of wire service in the news section out of a total of 432. This would be about five or six per cent.

[fol. 2493] I made a breakdown of the Tribune issue of May 4, the final edition. It had a total number of news lines —agate lines of news—of 11,559, and out of that 8,750 lines were of non-AP origin, and 2,809 were from AP. Breaking it up into items, 38 items were furnished by AP and 91 items were non-AP items. They would come from our local staff and from our correspondents and from our foreign staff, from our C.T.P.S., the New York items, or from the New York News.

I then added the number of lines of photos. There were 1,356 lines of AP photos and 2,998 lines of non-AP photos.

Then we had our own editorials which consisted of 610 lines. Then we had our own cartoons which constituted 775 lines. In the feature section there were 50 items of 9,058 lines of non-AP, there were 44 AP items constituting 4,205 lines, and there were 193 non-AP items constituting 22,461 lines.

In a breakdown of an average edition of the Tribune, the editorial content would be 140 columns in all. There would be 20 columns of sport news, about 20 columns of

financial news, about 17 columns of women's interests, of the color feature news, about 7 columns of cartoons, 8 columns on the editorial page, 20 columns of art, that is pictures and maps, a column of summaries, about 4 columns of radio, and the rest will average 38 or 40 columns.

Rather, that would leave about 43 columns for telegraph, cable and local news. That will vary from day to day, one column, or two columns, or three columns, but I have given a standard makeup. The remaining columns will be divided between foreign, local and domestic, and would run about 40 columns, so that you can say between one-third and one-fourth of the paper is divided betwen foreign, local and [fol. 2494] telegraph. The local will run 13 columns at least, which leaves about 27 columns for telegraph and foreign. You can split that in two, which will leave 14 columns for cable and 13 columns for telegraph. And if you take the same percentage of AP that I have given you on one issue, you can say that about one-fourth of the 27 columns would be produced by AP. That would be about six per cent of the total editorial content brought in by AP. The percentage of AP on Sunday of the editorial content, domestic and foreign, would be about two and one-half or three per cent. If the Tribune were unable to obtain service in AP it would not ruin the Tribune. I say this because AP is only a component part of the editorial content of the Tribune. It is 1/12 or 1/14 of the things that go to make up the editorial content which sells the Tribune. It would be a stiffer blow to lose all our cartoons —they constitute seven or eight columns of our paper— than to lose AP. I do not think you could ruin the Tribune by taking any one of those component parts away from it, because if we have a smart management, and if we have the editors, we will meet that blow you have given us.

As for the elements that go to make up the publication of a successful newspaper, I would say the most essential thing is a smart editor, or rather a smart publisher; that is first, and I think the historical record of newspapers will demonstrate that. If you have a Lawson or if you have an Ochs you have a smart publisher. Then the management that is chosen by that publisher comes second, and third would be the appeal that that management is able to put into the editorial content. It may be different in different cities. What made the Denver Post successful might not

make the Chicago Daily News successful, and what made the New York Times have a great appeal might not satisfy [fol. 2495] the readers of San Francisco who like the San Francisco Examiner or the readers of the Kansas City Star. Just as important as the editorial content is the efficiency of the newspaper plant. You must have efficient presses, better presses than the other paper has. You must have a well organized distribution system. You must have an aggressive and smart advertising department. All of those things fit into the picture of what makes a successful paper. You could not take any single one of those things and be a successful publisher, because if that were true anybody could start a successful newspaper and have that one thing, if it were cartoons, or if it were advertising, salesmen or circulation, or color, and he would immediately be successful, which is not true in the newspaper business. The successful papers in the country have the smallest turnover in their editorial staffs. The Milwaukee Journal has very little turnover on its editorial staff, and it is a great paper. The Kansas Star is another example, also the Indianapolis News and the Cleveland News. The New York Times is an outstanding example. Men have been with it 20 years.

The Tribune Press Service could be trebled over night if we wanted to do that. As to whether the services of AP, UP or INS are absolutely indispensable to the life of any paper, I would say no, because there are hundreds of papers getting along without any wire service at all. As for the Chicago Tribune, we would have to have domestic news to furnish the kind of newspaper that the readers would want, but we do not have to have any of these wire services because we could do it through our correspondents, through the New York Times, and through a hook-up with the London newspapers on foreign, we could buy Reuters and get a very fine foreign service. We use AP because we consider AP a very fine news service which is insurance to the Tribune that we will be covered and well covered [fol. 2496] on foreign and domestic news. AP gives us a tremendous number of news reports from many places every night, and it is a very fine aid to our presentation of what happens day by day in the world. It enables us to have a less extensive foreign staff.

If we did not have the use of the AP foreign staff we would have to engage our own foreign staff. If we did

not have AP we would have to increase the number of domestic correspondents and we would have to ask them to file much more than we now want them to do or ask them to do. We would have to increase the use of C.T.P.S. on bringing in stories from those clients to whom they now sell news and receive news.

The Chicago Tribune has been a member of AP since the present AP of New York was organized in 1900. It is the only morning paper in Chicago that has been a member continuously since 1900. As a result of that the Chicago Tribune has built up the reader acceptance of AP to some extent. The newspaper is bigger than the news service, vastly so, and the Tribune has built up reader acceptance of AP in Chicago because the Tribune has had 700,000 to 1,000,000 readers who have every morning seen that AP logotype.

The right to get service from any one agency, say, AP or UP would not be determinative of the success or failure of that particular paper. There have been successful papers that had one agency; the Cleveland Press and the Pittsburgh Press had one, the UP. The Times Herald in Washington has the largest circulation of any paper in Washington and it has UP and C.T.P.S. The Hearst papers have been leaders in circulation in their cities and have had only INS. There is not enough difference between AP and UP to mean the difference between success and failure in a particular paper.

[fol. 2497] If I were starting an opposition paper in Chicago as a rival to the Tribune I would want a different report than the Tribune has. I do not know what you would be offering your customers if you did not have. If they can get all the Tribune features and then you have only offered them the same news report of the Tribune, I do not know what you have to sell them. The Times Herald in Washington and other papers that take UP have all shown increases in circulation during the war. The UP has just as good coverage of the war as AP, in my opinion.

I know of no reason why UP cannot get the same cooperation on war news as AP. I would judge there are as many as 64 men in the Washington office of UP. The local UP man told me they have 70 or 75. The New York Herald Tribune has one of the large bureaus in Washington. It is approximately the same size as the New York Times

office. The Chicago Sun takes the services of the New York Herald Tribune. In addition, there are hundreds of press agents in nearly every bureau in Washington. Every department of the Government has press agents who hand out to all bureaus and to all these services the same reports.

The Chicago Sun advertised that it has 18 men in its Washington bureau.

(An advertisement sent out by the Chicago Sun was marked Defendants' Exhibit Ch-5 for identification.)

Defendants' Exhibit Ch-5 is an advertisement sent out by the Chicago Sun boasting that it has 18 top-flight news men, each a specialist in a particular field, comprising its Washington staff, and that this bureau is so good that the Washington Post has added to its columns the news gathered by those 18 experts. I have seen scores of other advertisements from the Chicago Sun about their Washington bureau in the Editor & Publisher and in other trade pub-
[fol. 2408] lications; also in their own papers. All of them boasted that they had the 18 men in order to have a superlative Washington service.

(A facsimile of an ad which the Chicago Sun ran in the Editor & Publisher was marked as Defendants' Exhibit Ch-6 for identification.)

This facsimile is that of an ad the Chicago Sun ran in Editor & Publisher on February 28, 1942.

Mr. Kirkland: I want to read into the record from the Defendants' Exhibit Ch-6 for identification:

> "Newspaper readers don't have to be convinced of the importance of Washington news. They know their Capital is today's 'World War Capital!' That it is busy history making twenty-four hours a day, seven days a week. They are aware that decisions about the food they eat, the clothes they wear, the war they're fighting and the taxes they pay, come from Washington. The biggest service you can do for these readers is to give them this news COMPLETE and understandable. This staff of news specialists, the Chicago Sun Washington bureau can do the job for them—for you!"

(Defendants' Exhibit Ch-7 was marked for identification.)

Mr. Kirkland: This document marked Defendants' Exhibit Ch-7 appears to be the back page of Editor & Publisher for November 21, 1942. I want to read this one paragraph into the record. It has reference to the Allied Newspapers, Limited of Great Britain, taking the Chicago Sun's syndicate. "Allied augmented their already thorough and reliable news coverage, not for the sake of quantity (they now have A.P., U.P., and Reuters), but because their editors are keenly alert to the fact that, at a time when Eng-
[fol. 2499] lish newspapers are restricted to four and six pages, they need added QUALITY."

(Defendants' Exhibits Ch-8 and Ch-9 were marked for identification.)

Mr. Kirkland: Exhibit 8 is a reference to the addition of the Washington Post to the Chicago Sun syndicate list of customers. The last paragraph reads: "The life and purse of every citizen of the United States is affected by today's Washington news. You'll do your readers a service by giving them this vital news in a form understandable, complete, direct from America's leading staff of experts The Chicago Sun Washington bureau."

Defendants' Exhibit 9 is an ad by the Chicago Sun Washington bureau which refers to "18 pairs of eyes and ears for your readers in Washington". It has pictures of their staff on it. I will read one paragraph.

"Washington, world's busiest city, is jam-packed with bureaus, agencies, divisions so numerous their coverage would appear an impossible task . . . NOT SO when you have it blanketed with these 18 specialists, members of The Chicago Sun's Washington Bureau!"

And at the bottom it says, "Telephone, write or wire today for exclusive territorial rights."

Witness: With reference to Mr. Field's letter in which he states that in the area around Chicago the Sun has been forced to maintain its own correspondents, I state that the Chicago Tribune maintains its own correspondents. We have some 200 correspondents in Illinois alone, and also we have men in every suburban city and hamlet around Chicago. The Chicago newspapers rely on their own correspondents to a large extent for local news, and most metropolitan papers do likewise. With reference to
[fol. 2500] Mr. Field's statement in his letter that the ab-

sence of appropriate local news service is of peculiar importance at this time because of an important senatorial election, the Tribune had a political correspondent, during the senatorial elections last year, in every county of the state who sent in a weekly report to our political editor. The political editor has done this for many years. Near the close of the campaign he analyzes and digests the reports from these special correspondents, all of whom get paid for sending in the report to him. We never depend upon AP for this political coverage.

UP has an Illinois state wire and a strong Springfield bureau. I think the UP bureau remains open four hours at night, longer than the AP bureau does. In the last senatorial election the Tribune sent out five squads of poll takers, each squad in charge of a Tribune staff man, and we took thousands of sample ballots. Prior to election day we depend upon the reports of our own correspondents and the analysis we make of the poll. UP made the claim that they were a thousand precincts an hour ahead of the AP in covering the election. The Sun's political writer is a former AP political bureau chief in Springfield, Illinois. As to an opinion about the coverage in the Sun of the senatorial election as compared to AP coverage, my opinion of the coverage in the Tribune and Sun would be prejudiced, but the UP on election night was just as adequate as AP on sending in election results. What Field is complaining about is the pre-election forecast and dope on trends in counties, and on that, the Tribune relied upon its own correspondents and its own political staff in the office. Incidentally, the Tribune political editor has been on the Tribune 35 years. The Sun's political editor's name is Bob Howard; the Tribune's political editor is Parke Brown.

[fol. 2501] (Defendants' Exhibit Ch-10 was marked for identification.)

With reference to Mr. Field's statement in his letter that the Sun was forced to spend several hundred dollars a week on business information and news because of lack of the AP report, the Sun takes the Dow-Jones Service. The Sun acquired the financial news and reports of the New York Herald Tribune. Before the Sun was launched, the business report of the New York Herald Tribune was taken by the Chicago Journal of Commerce.

Mr. Kirkland: Defendants' Exhibit Ch-10 is a facsimile of a letter addressed by the circulation manager of the Chicago Sun, Mr. Donald J. Walsh; it is just a form letter and refers to Mr. Phil S. Hanna as a famed editor and business commentator who left the helm of the Chicago Journal of Commerce to make the Sun's business pages the best in America.

I will continue to read from Exhibit Ch-10: "No newspaper west of the Hudson so completely fills the daily needs of the country banker, providing him with all of the principal tools needed in his business. Only in THE SUN will you find complete bond and stock tables including New York bid and asked prices, livestock, packing house products, a wide range of farm commodities, grains, cotton, produce, and all commodities handled on the Mercantile Exchange.

"Complete markets, the trends, and ALL THE NEWS! News through the regular channel PLUS news from THE SUN'S own famous Washington Bureau—18 top-flight experts digging out, sifting and analyzing the vitally important news that can come only from Washington—important Government purchases and sales of commodities, coming changes in governmental regulations and laws governing the farm program—"

[fol. 2502] Witness: The Sun at the time of its launching gave more space to business news than the Tribune did. Most of it was obtained from UP. As to the statement of Mr. Field's that the bowl football games had to be handled by the Sun through special assignment although members of AP received news of these events, the Tribune sent a special staff man to each one of these bowl games. I have photostatic copies of the Tribune's reports on each of the four games. As to Mr. Field's complaint about the UP coverage of the recent All Star Professional Football Game in New York, this was sponsored by The Herald Tribune in 1942; the New York Herald Tribune is the news agency which furnishes New York news to the Sun. As to Mr. Fields' complaint that the Sun has been forced to maintain correspondents at flat weekly rates at all the Big Ten colleges, the Tribune has had local correspondents at all the Big Ten colleges for sporting news as far back as I can remember.

I have seen some of the advertising of the Sun about their sporting department. They use superlatives about their sporting department.

With reference to Mr. Field's complaint that the full texts of speeches and public reports available to AP members do not reach the Sun, the Sun, because it devoted more space to editorial content than the Tribune in its first year, printed more reports of speeches than the Tribune. I can conceive of no important report of any speech made on the radio or in Washington or anywhere else that would not be just as available to the Sun or UP as it would be to the Tribune or AP or to the Herald Tribune or the New York Times.

(Defendants' Exhibit Ch-11 was marked for identification.)

Defendants' Exhibit Ch-11 is a copy of the final press [fol. 2503] handout from the U. S. Department of Agriculture dated January 27, 1942 and for immediate release. It is a statement by the Secretary of Agriculture, Claude R. Wickard. This is the one referred to as having been overlooked by the Sun. There was nothing to prevent the Sun's bureau or the UP bureau or the New York Herald Tribune bureau in Washington from getting this from the Department of Agriculture. In fact the Chicago Journal of Commerce published a story under a Washington date line on that same night, and the editor of the Journal of Commerce told me they got it from UP. The Wall Street Journal carried the story from its own Washington bureau, and the New York Times and New York Herald Tribune both published the same dispatch. I would surmise that the financial editor of the Sun merely overlooked it. The Department of Agriculture sends their releases to all bureaus in Washington and to all press services.

As to Mr. Field's complaint that AP had an eye witness of the sinking of the battleship "Barham" and that the Sun obtained inferior coverage only after several editions had appeared, AP was fortunate in having Larry Allen, one of their foreign correspondents, on the Queen Elizabeth which was in the same fleet as the Barham, and he witnessed the sinking and wrote a dispatch. That has happened throughout the war. One editor or service would have a man at the scene of a great story. The Tribune had the only correspondent on the Lexington when it was in the

great battle of the Coral Sea. The Tribune gave the dispatches of that correspondent to all news services. The UP has claimed numerous war scoops. The INS has claimed numerous war scoops. I do not know how to cover a world war and be at every spot at every great happening. I do not think any press service knows how to do it.

[fol. 2504] Mr. Kirkland: Here is another release from the Department of Agriculture which is dated January 29, 1942, which speaks of a statement by Mr. Wickard concerning corn prices, which was one of these two that he must have been referring to.

(Defendants' Exhibit Ch-12 was marked for identification.)

The Witness: May I add that on April 19, 1943 UP furnished the Sun with a scoop called "Shangri-La revealed as carriers" which AP did not have and never carried, and which the Sun ran an eight column line on.

Defendants' Exhibit Ch-12 for identification was a release the day after the story they complain about. The one they complain about is January 27 release, and this is a January 29 release. The Tribune ran that story, and the other editors ran it on the 28th. It was the same type of handout.

(Defendants' Exhibit Ch-13 was marked for identification.)

Defendants' Exhibit Ch-13 refers to the Shangri-La story on which the Sun had a scoop. The Tribune had to take a very inferior story our of New York from our press association on a radio report, and our story in comparison to that sent out by UP could be called inferior.

Mr. Kirkland: The paper he refers to is the front page of the April 19th Tribune.

(Defendants' Exhibit Ch-14 for identification was marked.)

(Defendants' Exhibits Ch-15 to 33 for identification were marked.)

Witness: Referring to Defendants' Exhibit Ch-15, which has across the top "Newsmen of the Chicago Sun's wire [fol. 2505] service made three great news beats"; at the time these were furnished they were more important stories than the Barham, because the Barham story was old and

these were spot news stories and were exclusive. I would not call that inferior coverage by AP because they did not have it. These stories were not offered to the Chicago Tribune by the Sun, or to any other editor unless they paid the Sun for it.

Mr. Kirkland: Defendants' Exhibit Ch-22 reads in part: "Knicks's—" that is Knickerbocker—"story was a beat, exclusive in the best two months old tradition of the Sun." And the one marked Defendants' Exhibit Ch-21 is an ad of the Sun stating what H. V. Kaltenborn had to say about Mr. Knickerbocker's beat. Defendants' Exhibit Ch-20 is another advertisement of the Knickerbocker beat.

Defendants' Exhibit Ch-19 reads in part: "The Sun scores news beats, big and little, local, national and international—day after day; has given Chicago better news service and more news than it ever had before. And Chicagoans are appreciative of a better paper."

The others that are marked are very much along the same line. They refer to Washington and Chicago news.

Defendants' Exhibit Ch-16, the second paragraph says: "This newspaper has consistently, day after day, scooped the competition on important news stories, international, nationally, state, local. These stories are matters of record."

The Witness: Defendants' Exhibit 13 for identification is a facsimile or photostat of a page of the Chicago Tribune. We got the story of the Missouri lynching as follows: The rewrite man for the telegraph editor got that story from the scene by talking to the officials, and wrote the story in the Tribune office, or wrote the story from the correspon-
[fol. 2596] ent's file. Part of the story is from our own correspondent and part of it is a story gathered by the telephone. None of it is AP.

Defendants' Exhibit Ch-30 is the UP story on the same event, which the Chicago Sun ran. Apparently the Sun did nothing to develop the story. Even AP and UP sometimes miss stories, but not of that type. That is a crime, and I doubt if any news service misses a crime such as that. But the coverage was not as full and reliable as we got because of the use of our own staff and our correspondent.

With reference to Mr. Field's complaint about the Roberts report on Pearl Harbor not being fully available to it, Defendants' Exhibit 32 is a photostatic copy of the front page of the Chicago Sun for January 25, 1942 con-

taining "complete text of findings in isle disaster" by the Roberts Board. That was a report of 12,000 words.

As to whether news agencies like AP or UP send out 12,000 words in a report is a matter of the news service editor's judgment. The AP sent the report out over their financial wire. The UP offered it in full to any of their clients. Some of the clients chose to have it sent to them over their own wires. In this case the Chicago Sun had it sent over their own Washington wire. It was delivered to their bureau by the UP and sent by the bureau to the Sun here. When a wire service sends excerpts from a long speech or report the telegraph editor or managing editor or whoever is in charge decides whether or not he wants the full text. If he does, he asks the news service to overhead it to him, and the member paper pays the overhead charges. Every bureau in Washington was on the look out for the Roberts report, and the Herald Tribune undoubtedly furnished the whole text. I did not verify that, but I expect they did.

[fol. 2507] With reference to Mr. Field's complaint about a radio interview involving a trans-Atlantic talk between the first American soldier to land in Ireland and his fiancee in Minnesota, saying the Sun did not receive this story, this was a publicity stunt by one of the radio networks, and the interview took place in the afternoon and was open to anyone who chose to listen to it. It was broadcast in Chicago. The Sun could have gotten it from their own correspondent. They could have gotten it from UP or they could have asked the network for it and the press agents of the network would have given it to them. We receive tips constantly from subscribers who listened in to some broadcast and wanted the Tribune to know about it. I have one fellow who listens to subscribers calling up and tipping us off on broadcasts that they think are newsworthy. The Sun has what is called a listening post for overseas broadcasting, usually run on the second page.

Defendants' Exhibit 29 for identification consists of the latest figures prepared by the auditing bureau of circulation, on the circulation of newspapers taking the Chicago Tribune Press Service. It tells whether they are morning, evening, or Sunday papers. The "1" in the second column means the circulation report as of March 31, 1942. They were not all taken at the same time.

Wednesday, May 5, 1943

WILLIAM DONALD MAXWELL resumed the stand and testified as follows:

Further Direct Examination,

By Mr. Kirkland:

The average wordage that we get every night over the AP is about 100,000 words.

Examination by Mr. Neill:

The population of Chcago is about three and one-half [fol. 2508] million. The last census showed about three million and three hundred thousand. Including the suburbs, there is a territory around here of about four and one-half million. As to the effect on a paper with a circulation of 25,000 in a sparsely settled community without AP membership, I think there are great differences in the needs and operations of the small town paper as compared with the paper in a city the size of Chicago. Problems of the two are undoubtedly different. Knowing the problems of the small town paper, I do not think they are the problems of the editor of the Tribune. If a paper with a circulation of 25,000 were not able to take the AP, the UP or the INS service, I think it would buy the C.T.P.S. or New York Times service if it were in the east. Then he would buy Reuters if he felt there was a need in his territory for foreign news. I cannot imagine an editor being shut off from a news service. He would have to have some foreign news, not a great deal. The radio is broadcasting foreign news almost every fifteen minutes of the day. I have known editors in small towns who compile a very interesting report of foreign news from radio reports. A small town paper prints only the highlights of foreign and domestic news. The details of news which the smaller papers use are the details of local news in the community, and to get that there are many avenues open to any editor for getting the highlights of foreign and domestic news.

There are about 50 syndicates selling comics. As to the expense, relative to what it would cost him with one of the news services, I cannot answer yes or no, because it might and it might not be more burdensome, according to what kind of service and how much he wanted. I think the AP is a good buy. I think the UP is a good buy, or the INS is a good buy. I would have to know the problems of the

[fol. 2509] individual publisher before answering such a question. The individual publisher in the small town who has AP gets a very fine service, but I think he gets a very fine service if he has UP or INS and I think he could get a very fine service from CTPC. As to whether his problem would be a more expensive one without one of these three services, it would all depend on what he would want. If he wanted the same service that AP, UP and INS offered him, the same amount of words, it probably would be a problem for him to solve, to get the comparable service that these three press associations now offer him, or any one of the three. The matter of working that out will depend on many factors, the size of the town, the competition that he had, the purposes he had in mind and his ideas of how to serve his community and what kind of newspaper he wanted to get out. There are newspapers that pay very little attention to foreign and domestic news, and are very successful in publishing local news. There are other newspaper publishers who are very successful stressing the domestic and foreign news. It is hard to answer your questions without knowing the individual problems of the publisher. They are different in each instance.

I was wrong in stating that I became City Editor in 1938. Mr. Lee, the Managing Editor, died January 8, 1939 and I did not come on the payroll as City Editor until that time, but I had been acting as City Editor while Mr. Maloney was in Florida.

Cross Examination.

By Mr. Rugg:

The Chicago Tribune carries on its masthead a statement, "The Chicago Tribune, and then we call ourselves the World's Greatest Newspaper". I do not think that is a definition but a characterization. I think it is one of the world's greatest newspapers. Modesty might forbid my [fol. 2510] going further.

Mr. Rugg: There is a discrepancy between the answers of the Chicago Tribune to the interrogatories with reference to the amount paid for services of AP by the Chicago Tribune as against the figures submitted in Defendants' Exhibit Ch-4.

Mr. Kirkland: I imagine the exhibit is more accurate. I will check it up.

(A copy of the form of contract which CTPS makes with its subscribers was marked Plaintiff's Exhibit Ch-2 for identification.)

The Witness: This form of contract is between the Chicago Tribune-New York News Syndicate, Inc. (CTPS), and not between the Chicago Tribune as a publishing newspaper.

Mr. Kirkland: There is no written contract between the Chicago Tribune as a paper and the Chicago Tribune Press Service or the Chicago Tribune-New York News Syndicate, Inc., so far as the CTPS service in concerned.

The Witness: There is no clause in the contract (Exhibit Ch-2) which states that the service is sold exclusively in a particular area to a particular subscriber, but it is understood. For instance, a salesman for the news service made tentative arrangements or contracts with some newspapers within 50 miles of the Los Angeles Times, and when the home office heard about it he was immediately instructed to break off all negotiations, inasmuch as the Los Angeles Times had for years been a client of the news service, and I know of no instance where the CTPS violates that practice, except the City of New York. The reason for furnishing the New York Times and New York News is that the Tribune [fol. 2511] has had long time contracts and arrangements with the New York Times, contracts that began before the origin of the New York Daily News, and nothing has ever been done in making contracts with the New York Daily News that abrogated any of the provisions of the contract that we had with the New York Times. As to the New York Daily News and the New York Times, I have never heard of any argument or any objection from either one of those two newspapers on that score, inasmuch as they have a very much different field. The New York Daily News has a mass circulation of two million daily, whereas New York Times has a circulation of some 400,000. I do not think the editors of the two papers think that the fact that both get this service hurts them in selling news to their different circulations. That is an opinion of mine and does not carry so far that if in any area other than New York there were two papers in different fields that we would not be bound by our practice of giving an exclusive service to one. I think we would be bound by it. We would keep the service exclusive. No news that the New York Times

gives the Tribune is given back to the New York Daily News and no news that the New York Daily News gives CTPS is sent back to the Times.

As to the Chicago Tribune News Syndicate having access to the full Reuters report through the New York Times, the New York News and the Times both have access to the Reuters report through AP. If the Times used anything from their foreign sources in their news report, it is available to the Tribune and to the Tribune CTPS clients west of the Mississippi, exclusive of St. Louis. Reuters will sell about 50 papers in one city. There is no exclusiveness about Reuters. The Chicago Sun buys Reuters direct from London, whereas AP gets the report of Reuters in New York and then re-services it to their members in this [fol. 2512] country. The AP Bureau in London receives Reuters report and then selects what it wishes and sends it to their New York office for distribution in this country, but the member paper of AP does not get the full Reuters report. It gets only what the AP London office sends to New York, and whatever New York decides to send out in this country. I do not know of any city other than New York in the U. S. where Reuters is now selling more than one newspaper. I do not know of Reuters clients or the details of where Reuters are selling. CTPS and the Tribune would receive from the Times only what the Times incorporated in its cable report. Whether that would be a verbatim lifting of something from Reuters or not, I do not know.

The Times would send out every night 15 or 20 thousand words on a cable report and that is what the Tribune and the CTPS clients west of the Mississippi would receive. The Tribune has access through CTPS and New York Times only to that portion of the Reuters daily report received by the Times which they actually incorporate in their news columns.

We get approximately 100,000 words daily on AP wires. AP has four or five teletype machines in our office, and one of them may be a state wire, one of them may be what they call their financial wire, another may be the trunk line wire on which the general news is sent. How many machines are working each day depends on the allocation made that day by the AP. AP decides how many wires they are using to send a report to us on that particular day. We have duplicate teletypes so we can get two copies

of an AP report, but that necessitates only one wire. With the exception of the Illinois State wire from AP all the other kinds of wires are national in their scope; that is, they are of national interest, not confined to Chicago or the State of Illinois. It includes both domestic and foreign [fol. 2513] news. I will find out how many trunk lines the Tribune has from AP, and the exact number of wires that we get in direct from AP. I do not know that because it is of no moment to us whether we get 90,000 words or 110,000 words. We get very much more than we use. The news of CTPS is edited both in New York and Chicago, with Chicago being the final authority. It comes to Chicago before it goes out. The trunk lines all emanate from Chicago. Stories delivered west of the Mississippi, with the exception of St. Louis, can include things that the stories delivered east of the Mississippi cannot include. We have to have two stories or else we would have to eliminate from the eastern wire some of the material that we would send on the western wire, because we do not re-service the New York Times copy east of the Mississippi. The New York Times services that direct.

We have only about four subscribers east of the Mississippi; Boston, Buffalo, Detroit and Washington, and the New York Times—six including Chicago. We would not send back to the New York Times over CTPS a story we were using on our west wire that had originated in New York. That would be a duplication of everything. We send the New York Times the same story that goes to the Boston Post, the Detroit Press and the Washington Times Herald if it originates in Chicago or from our other members or from clients on our wires. If a story originates in Los Angeles, we would send that to New York and it would be the same story we would send our other clients. The Boston Post would get the same story that goes to the New York Times unless the story originated with the New York Times. We cannot send the Boston Post a story that emanates from the New York Times. A story that goes to the Boston Post is the identical story that goes to the New York Times if it [fol. 2514] originates in Chicago or west of the Mississippi or from our other members or from one of our other clients. We would not send a story which emanated from the New York News to the New York Times but we could send it to the Boston Post. The theory of that is just the same as AP would not take a story from the Tribune and give it to

another or competing member of AP in Chicago. No news that the Tribune furnishes AP is given to one of our competing papers. If a story of prime magnitude occurred in Chicago, of a spontaneous nature, which we put on the AP wire, that story would be sent to members outside of Chicago but not to Chicago members. I do not think we are on any of the direct AP trunk lines. Their trunk lines come into their divisional office and then their divisional office services the Tribune on a full report that they received from the various trunk lines. I think the AP would be a better source of information on the trunk lines than I am. My understanding is that their divisional office might receive in Chicago a long report over their western trunk line and send only part of that report on east, depending on the editing that is done in the Chicago divisional office. I do not understand that anything that would come from San Diego, California, into the Chicago office would come direct into the Tribune. It must go through their divisional office and be edited or in their New York office and be edited.

It is my understanding that news that the Chicago Tribune is obligated to and does furnish the AP is not furnished by the AP to any other AP subscriber in Chicago. My opinion is that it is limited to the members publishing in the City of Chicago. It would not cover the five-state area in which the Tribune is sold. I believe the AP in Chicago would send out to papers in Illinois and Michigan stories which they received from the Chicago Tribune, of a spon- [fol. 2015] taneous origin. If the Chicago Daily News got spontaneous news which it put on the AP wire, that would not be made available to the Chicago Tribune. I am not enough of an expert to know whether, so far as the city of Chicago is concerned, the Associated Press is a cooperative enterprise. I think that is a matter for the by-laws of the AP.

Mr. Kirkland: I agree with you, there is not much cooperation between the AP members in Chicago.

The Witness: If there were two members in the morning field in Chicago, I do not think the AP would take the news from one member and give it to the other member; they do not, in the afternoon field, where there are two or more AP members in Chicago. I have not heard of any different practice existing in any cities other than Chicago. I do not think the practice in Chicago is unique or different from that existing in other cities.

The Washington Times-Herald and the St. Paul Post are the only clients of CTPS which do not have AP. The St. Paul Post, which is listed as a weekly, is a paper which has just become a daily. CTPS furnished it service as a weekly before it became a daily. It became a daily within the last month.

Mr. Kirkland: The CTPS does not any longer serve the Macon News-Telegraph.

The Witness: As to the character of news which the Chicago Tribune furnishes the CTPS, I looked over last night's report when I was in the office, and we furnished to CTPS last night stories from our London Bureau, stories from the North African war front, stories from several of our correspondents in the United States. The correspondents referred to were the 947 domestic correspondents. [fol. 2516] I testified yesterday we had. We do not furnish any news of spontaneous origin emanating from the City of Chicago. CTPS carries no news emanating from Chicago of a character which we are obligated to furnish AP, but a great percentage of the Chicago news will not fall into the category of news of spontaneous origin, so that CTPS can be furnished with a great deal of Chicago news. A couple of weeks ago we had a series which ran ten days, detailing the invasion of union labor by the gangsters in Chicago. That news would not fall under the category of spontaneous origin, but it would be Chicago news. It was news that originated through the individual enterprise on the part of the Chicago Tribune. We try very hard not to violate any of our obligations to AP.

I cannot state whether any of the news we get from the 947 correspondents which we have scattered throughout the country is news of spontaneous origin. Many of our correspondents are employees of newspapers; and I do not think that any of our correspondents would knowingly send to the Chicago Tribune a story which they were obligated to turn over to the AP. Assuming that one of our correspondents was an employee of a member of AP in Aurora, Illinois, and assuming it was not a violation of AP by-laws for him to furnish the Tribune with news of spontaneous origin from Aurora, the news which we would receive from the correspondent would have been obtained through the efforts and initiative of that correspondent. It would not be the same news report which that member paper on which

this correspondent worked had turned over to the AP in fulfilling its obligation.

With reference to Section 5 of Article VIII of the By-Laws of the Associated Press which provides that no member shall furnish or permit anyone in its employ to furnish [fol 2517] to any person who is not a member the news of the corporation in advance of the publication, I say that we never knowingly receive nor do I think the correspondents knowingly send to the Tribune the same story of spontaneous origin which that member paper has turned in to the Associated Press, but through the individual efforts and initiative and news gathering facilities of our correspondent, the Tribune may receive news of an event in that locality. The Tribune receives, and CTPS receives, spot news from correspondents throughout the U. S. I cannot testify as to whether or not that spot news is the same report or the same news that that member has turned in to AP, but I might hazard the opinion that no correspondent of the Tribune ever turns in to the Tribune the identical news report which his employer, whom you assume to be a member of the AP, has turned over to the AP in the fulfillment of its obligations.

(The home edition of the Chicago Daily Tribune for Wednesday, May 5, 1943, was marked as Plaintiff's Exhibit Ch-3 for identification.

The final edition of the Chicago Daily Tribune for May 5, 1943, was marked as Plaintiff's Exhibit Ch-4 for identification.)

Referring to Plaintiff's Exhibit Ch-3 for identification, this edition carries a six-line headline: "Fear 13 dead in Arms Blast." That was an AP item. Now, as to Plaintiff's Exhibit Ch-4, which is the final edition, there is a one-column headline entitled, "15 Are Killed, Scores Hurt in Arms Blast." This bears the same date line, Elkton, Maryland, as the AP item on Plaintiff's Exhibit Ch-3 but has the word "Special" in parentheses after the date line. The word "Special" means that the second story which you refer to was sent to the Tribune from one of our eastern correspondents. He may have been one of the 947. It may [fol. 2518] have come from the New York Times report or the New York Daily News report. All three sources are available to the Tribune. The story was undoubtedly AP in the first edition. The story in the final edition was another

story of the happening from another service; the editor picked it instead of the AP report because he wanted an exclusive story. He thought this special report was a more vivid or more interesting or more accurate story than the story sent by the AP. That is one of the strong arguments for having a special service like the CTPS, because the editor has the choice of several stories. When we publish news emanating from the New York Times Bureau we do not give them credit for the source. That may have come from a half a dozen different sources. It may have come from the Tribune's correspondent in the Times Building, and the Tribune correspondent may have re-written the Times story, or he may have sent us the Times story as it appeared in the Times. Somewhere in the preparation of this story the Tribune man, or Tribune enterprise, has made this story a better story than the story sent over the AP wires. It may have more facts, it may have a different treatment, it may be shorter or it may be longer. That depends on the judgment of the man who prepared it and the man who received it.

As to whether the story in the final edition, Plaintiff's Exhibit Ch-4, is news of spontaneous origin, the actual fact that 15 workers were killed and 54 were injured, that actual fact is of spontaneous origin. The story about how big the factory was and when it was founded and other facts in the story probably are not, but are background and all knowledge, and they are the effort of the reporters used in collecting the news. There are four facts in the special item, Exhibit 4, which do not appear in the AP story, Exhibit 3. [fol. 3519] The special story says, "A statement issued by Army, Navy and Company officials, all of whom were investigating, in addition to the FBI, said that five of the injured were in a critical condition." That is not written in the first story. The second story says that Maryland State Guardsmen patrolled the streets. That is not in the first story. The special story tells about members of the Red Cross having an annual meeting and party when the blast occurred and about their rushing home to change to Red Cross uniforms and serving the refreshments they had prepared for the party to the rescue workers instead. That is not in the AP story. The second story tells of the fact that traffic was halted a mile from the blast scene and at darkness only those admitted on relief and rescue work were allowed to pass. That is not in the first story. I see

in the second story—this is the fifth point—"About the streets of the city, citizens gathered and talked in anxious, subdued tones. Almost every family here was a relative in some section of the plant." That is not in the first story. I would say this story is an improvement on the first story, and that the editor's judgment was correct in the picking of it.

There may be stories different in quality, all stories of spontaneous origin; one can be an improvement on the other and both still be of spontaneous origin. A mediocre reporter would not turn in as good a story as an experienced reporter. That is why our news service is sometimes better than some AP reports. As to the special story in the final edition, I repeat, the fact that 15 workers were killed and 54 injured is news of spontaneous origin, but the additional facts which I have read to you are a matter of initiative, observation, and effort of the reporter, which is not news of a spontaneous origin. So that this story, which appears under a special headline, has color, descriptive and addi-
[fol. 2520] tional facts which make it not spontaneous. If this story had originated in Chicago we would have turned the story over to the AP as a happening in Chicago, which we think would have had color, and statements, and background in it. But another reporter on the Tribune, who happened to be a correspondent for some other service, might have written a very much different, a more interesting, colorful story than the one which we turned in to the AP. It would not take away from the fact that the 15 people being killed in Chicago was news of spontaneous origin, but the treatment of that news would not come under the heading of spontaneous origin.

We give AP a report collected by the city editor's staff. I do not know whether that is going beyond the by-laws.

Referring to Plaintiff's Exhibit Ch-3 for identification, the story entitled "General and Bishop Killed" was an AP story. The foreign story, "Here's How 6 U. S. Warships Routed 12 Japs", was an AP story. The story of the Elkton explosion was an AP story. The story relative to the Ruml tax success emanated from our Washington Bureau. The story about a break in the Joliet prison, Illinois, was covered by one of our staff reporters stationed at the Chicago office. The story, "Navy Reports Chicago Marine Among Missing" was an AP dispatch. The eight-

column story from North Africa was an AP dispatch. So that on the front page of the home edition of the Tribune today one column of space is a cartoon; two columns of space are the news summary, which is both an index and a summary; one column is a Tribune staff story; and four columns are AP stories.

The news summary, which is also an index and a historical scrap book, is a news report for the busy man who does not have the time to read the entire paper. It is pre- [fol. 2521] pared by the Tribune. This form of news is available on CTPS. We do not send the page number out, of course, but we do send a news summary from CTPS which the editor of our client's paper can use. We do not send out the news summary as it apepars in the Tribune. We send out a news summary on CTPS every night of the news for the use in the client's paper, if he wants to use it. It might be a paragraph in length, or it might be a sentence.

All foreign news, with the exception of the news summary, on the front page of today's paper, was of AP origin. There are four domestic stories on the front page and three of them are of Tribune origin. The prison break in Joliet does not come to us on the AP service. And the other domestic news on the front page, other than the Washington one, is of Chicago origin and does not come to us on the AP service.

On the second page there is a run-over on the Jap story, which is an AP story. Then there is the story about a bomber crash in Idaho, which is an AP story. There is a short item of an automobile accident which is of course of local origin and which does not come on the AP service. So the stories on the second page are all AP, with the exception of the one of local origin.

On the third page, omitting the advertising, the first column of news is by one of the local staff men who was sent to California to do this particular story. He was out there when this was written. The next item is of local origin. In the next column, referring to some Guadalcanal military action, is an AP story. And in the next column, referring to some military action in England, is an AP story. So that there are three and one-half columns of news matter on page three and two columns of it is of Tribune origin. There are five stories on the page; two of them are definitely local and consequently do not come over AP [fol. 2522] wires, two are AP, and one is Chicago Tribune.

The Witness: Now, will you take our final edition of that same issue and look at the front page and let me tell you how many stories are of Tribune origin. That is on the same day.

Mr. Rugg: Certainly.

The Witness: On the front page the first column is of Tribune origin. That is the same column that was in the first edition. The second column is of Tribune origin, and was in the first edition; that is the news summary and index. The third column is of Tribune origin and was not in the first edition. The cartoon is the same as in the first and is of Tribune origin. The story of the Joliet break is rewritten from the first edition and is of Tribune origin. The next column is a local story of Tribune origin. The sixth column is of Tribune Press Service origin. It does not show that it comes from one of our correspondents. The story of the Elkton Blast, even though it came verbatim from the New York Times, would be carried on the CTPS west of the Mississippi and exclusive of St. Louis. The story of the Elkton explosion was probably carried on our eastern wire. I would have to verify that. The seventh column in the final edition is a full column of Tribune origin from our foreign correspondent in North Africa. The only AP story left on the page is the story—or the two stories in the eighth column.

On page two, the first news story on the left in the second column is the story of Tribune origin, which was in the first edition, on how we bombed Tokyo. The two stories in the fourth column were of AP origin, and the story in the sixth and seventh columns is of Tribune origin, from one of our staff men, sent to Sioux Falls, South Dakota.

[fol. 2523] On page three, there is now only one story of AP origin and the rest of the page is taken up by maps created by the Tribune and descriptive of the AP story. The maps are all of Tribune origin, and there is one Acme Telephoto.

We sell the most of the final edition. The circulation of the final edition is about twice that of the first edition. I cannot answer yes or no to the question of whether the Chicago Tribune receives from its correspondents, that is, the 947, news of spontaneous origin, regardless of whether the correspondents are employees or connected with papers that are members of the AP. I do not know how

many of the 947 correspondents of the Tribune work for a member of the AP. Some of our correspondents are in the State of Illinois. In Alton, there is George Leighty. His address is the Alton Evening Telegraph, a member of AP. In Alton we also have Glen Averill. He is also with the Alton Telegraph.

In Aurora we have the City Editor. Aurora is only 40 miles from Chicago. In Belleville we have Al R. Schmidt. He is connected with the Daily Advocate, which is an AP member. At Benton we have Paul R. Lyon who works on the Evening news, a member of AP. We also have a substitute there in Benton, a Mr. Comstock, Jr. There is nothing to show whether or not he is on a paper. At Bloomington we have Cyril Sheppard. He does not work for a paper. At Cairo we have H. F. Ulsh who is connected with the Cairo Citizen, a member of AP. At Canton we have J. A. Murphy of the Canton Ledger, which is a member of AP. At Carbondale we have J. E. Mitchell, Jr., of the Free Press, a member of AP. At Centralia we have Jack Daniels and Gene Dillinger. Jack Daniels works for the Sentinel, a member of AP. At Champaign we have Harry A. Hills, who is not connected with the paper. I don't know what other connections he has, but it is not [fol. 2524] a full time job. None of these correspondents are full time. At Champaign, we have two or three correspondents in the University of Illinois, and we get information from the press agent of the University. In Charlestown we have Lee Lynch of the Charlestown Daily News, a member of AP. At Danville we have W. C. Hackman of the Commercial News, a member of AP. At Decatur we have Robert C. O'Neill of the Decatur Herald, a member of AP. At Dixon we have Frank A. Elmer who is agent of a Rockford paper. I don't know what that means. At DuQuoin we have Charles Rogers of the DuQuoin Evening Call, a member of AP. Elgin is covered under the City Editor's territory. We do not have a correspondent at Flora. At Freeport we have T. F. Lawless of the Journal Standard, a member of AP.

Mr. Lawless has not checked in for two or three years, so I don't know whether he is still there or not. That does not mean there has not been any news worth of using a correspondent. It means that we have gathered news by telephone from the Tribune office going direct to the source.

Correspondents are kept as insurance in a great many cities and places, and we gather news by our staff men, using the telephone, which has become very efficient.

At Galena we have Ray Grimm of the Galena News, or rather, the Galena Gazette, a member of AP. At Galesburg we have Florence Merdion with the Register Mail, which is a member of AP. At Jacksonville we have H. H. Bankroft, who has been our correspondent for 25 years. He is not connected with a paper. He is the only correspondent we have in Jacksonville. Joliet is covered by the City Editor. At Kankakee we have Robert J. Hawkins of the Kankakee Republican News, a member of AP. At Kewanee we have C. R. Ketridge, care of the Star Courier, [fol. 2525] which is a member of AP. At LaSalle we have Roger Noon, with the Post Tribune which is a member of AP. At Lawrenceville we have Gordon Thompson with The Daily Record, a member of AP. At Lincoln we have L. B. Shroyer with no connection with a paper. At Macomb we have Louis A. Randolph, Managing Editor of the Daily Journal, which is a member of AP. At Moline we have Jack Thompson of the Dispatch, a member of the AP. At Monmouth we have Harold L. Herman, Professor of Journalism in Monmouth College. At Mt. Vernon we have Orien Metcalf with the Register, a member of AP. At Ottawa we have Miss Edyth White with the Daily Republican Times, a member of AP. At Peoria we have Fred Turk with the Star, which does not appear to be a member of AP. Peru is covered by George Noon at LaSalle. At Quincy we have Dave Tuffli with the Herald Whig, a member of AP. At Rockford we have Henry Ehle with the Morning Star, a member of AP. At Rock Island we have D. E. Wheeler with the Daily Times. The Argus is a member of AP but the Daily Times appears not to be. At Springfield we have our bureau during the legislature. We do not have a correspondent at this particular moment. When the legislature is over I will appoint one. At Sterline we have H. E. Kidd of the Gazette, a member of AP. At Streator we have M. H. Reed, no business affiliation given. At Taylorsville we have H. A. Burchfield, no affiliation given. At Urbana we are covered by Mr. Hill, the same man I gave you from Champaign. Waukegan we cover with our own staff.

As to whether out of 45 cities or towns 12 cities in which we have correspondents that are not employed by or con-

nected with any paper that is a member of AP is a fair average of the 947 correspondents located throughout the country, as to their connection with AP members, I have no way of determining. I do not know whether the AP [fol. 2526] has the same number in other states as in Illinois. We have more string correspondents in Illinois than in any other place.

In Boston we use the Boston Post, which sends its news to the CTPS. It is a member of AP. We have a string correspondent in Boston, Nathan Levinson of the Boston Globe, which is a member of AP. We have a man named Ernie Hill who is available to us. He was our correspondent at Oklahoma City. I don't know what paper he worked on. At Worcester, Massachusetts our correspondent is Francis P. Murphy of the Telegram, a member of AP. All the employees of the Syndicate or of the CTPS are in the Tribune office, and the Tribune office is a member of the AP. The fact that the people work for these different papers is acceptable. We do not ask whether it is an AP paper or a UP or an INS paper. We want them to be a good newspaper man, or woman.

We would not take a story from any of these correspondents who are employed by or connected with AP members if we knew it was a violation of any of the rules or obligations of the AP imposed upon the employer, nor would they send the story in violation of the rules. Referring to the rules contained in Article VIII of the AP by-laws, I do not know what was in the minds of the men who founded AP, but I think the increased efficiency of the telephone and the Western Union and the Postal and the radio have made it possible now for a paper anywhere, in any place, to gather news so cheaply and so quickly that that rule has lost a great deal of its importance, the importance that it apparently had in the minds of the people who framed it. I mean that it is now possible for a paper, such as the Chicago Tribune, to gather news from any place, either in the U. S. or abroad, without depending upon a report turned in to the AP by a member newspaper in the locality where the news occurs. A strict enforce- [fol. 2527] ment of that rule to the letter is not essential to the operation of the Chicago Tribune. There are hundreds of other factors more essential to the operation of the Chicago Tribune as a successful newspaper than the

operation of that rule. Fifty per cent of the AP reports of today of important news comes from war fronts, where the initiative and effort of an individual AP reporter is the sole origin of the news, and there are no members giving out reports at all. This is, or course, my opinion. It could not be taken as the opinion of the Tribune publisher.

As to whether the AP service would be as valuable to us without the rule as it is with it, I would have to see the AP reports under those conditions to make a comparison, but my judgment is that the Chicago Tribune can obtain domestic news without the enforcement of that rule, if that is an answer to your question. I cannot tell you that as of tomorrow, without the rule it would be as good a report as with the rule, but I can tell you that the Chicago Tribune would get domestic news without any rule.

As to whether the Chicago Tribune could get domestic news more easily if it were not a member of AP if this rule were not in force; I have explained that we do not ask any of our correspondents to give us news which he is obliged to supply to this corporation (the AP). We only ask our correspondent to give us news which he originates and which he gathers on his own initiative, his own ability and his own background. I do not think it would be easier for the Tribune, if it were not a member of the AP, to get its domestic news coverage without this rule than it would with the rule. It would not be easier for the Chicago Sun to get domestic coverage without the rule in force than with [fol. 2528] the rule in force because if the Sun will pick out 947 correspondents in the U. S. equal in ability and energy to the 947 correspondents which the Chicago Tribune has picked out, it will receive adequate coverage, or else the editor has not picked the right correspondents. I do not know whether the Chicago Sun could pick 947 correspondents that are equal in energy or performance to the correspondents that we have, if they were excluded from picking any correspondent connected with or employed by an AP member. That is too broad a question.

There are some 900 UP papers, many of them—or at least some of them—AP members also; and there are 200 or 300 INS clients, some of whom are AP members, I suppose. The Chicago American has been an AP member lately. It was not for 32 years, from 1900 to 1932, but it is

today. I do not know how many good newspaper men there are in the U. S. who do not work on any newspaper, or who do not work on papers having AP memberships, but I could find out. I am sure I could find 900 good correspondents in the U. S. who are not working for AP newspapers. When we picked our correspondents in Illinois we picked 34 who were employed by or connected with AP members, out of the total 45, without knowing beforehand whether or not they worked for AP members. I just picked good newspaper men. My card index does not show whether they work for an AP, UP or an INS member. It just happened in the State of Illinois that 34 out of 45 were connected with AP members. It might just as well have happened that they were working for papers taking UP or INS service.

I cannot tell you any state where the ratio is different than in Illinois because I have not made an examination. I could make such an examination. I will venture no opinion because I do not know. I make no implication that the ratio is different.

[fol. 2529] I do not think that the correspondents of the Chicago Tribune ever sent the Chicago Tribune any news which is in violation of the rule. When the correspondent sends us a story, I do not think he sends us the same story which his employer, being a member of AP, has turned over to AP. I do not know whether that would be a violation of the AP rules or not. A story which the paper has turned over to AP in fulfilling its obligations to AP might be a better story than the correspondent by his initial effort could get. In another case, the correspondent might get a better story. The CTPS furnishes to its subscribers news that the Chicago Tribune gets from its string correspondents, in whole or in part, but maybe not in the exact form which the correspondent has turned in to the Tribune. These stories which come from the correspondent are edited, revised, and re-written by the Tribune. They may be amplified or they may be boiled down, and the CTPS receives from the Tribune the news which the Tribune uses, but it may not be the identical news which the correspondent has turned in to the Tribune.

This news is furnished to all of the 17 subscribers of the CTPS, leaving out the New York Times office, and the New

York News office. This news goes to the Washington Times-Herald, and the St. Paul Post.

The news which the Chicago Tribune receives from its own correspondents, after it has been edited by the Chicago Tribune, is given to the CTPS which in turn furnishes it to all of its clients. Unless there is some restrictive feature, such as we have talked about, the New York Daily News would not be given to the New York Times or vice versa. The same story goes to the Washington Times-Herald from CTPS as goes to the Boston Post, unless it should be news of origin from the New York Times, because we would not sell the news of origin from the New [fol. 2530] York Times to the Washington Herald because it is east of the Mississippi.

As to whether the Washington Times-Herald gets identically the same story that CTPS sells the Boston Post, it might be or it might not be, because the Boston Post may have asked the CTPS to feature some Boston angle. That would be on exchange of query back and forth.

As an example of the handling of the regular routine story that is delivered regardless of queries, if our correspondent in Keokuk, Iowa, turns in a story to the Tribune which is the result of his individual effort, that story is edited and is furnished to CTPS; and that story would go to the Washington Times-Herald and the Boston Post. A story that came from our correspondent in Rockford to the Tribune, after it had been edited or altered, would be furnished the CTPS and it would go from CTPS to the Washington Times and the Boston Post.

As to whether the Chicago Tribune values very highly its membership in the AP, I testified yesterday that AP is a splendid news-gathering organization, but I did not say the best. I cannot say that AP, as a blanket service, would be the better or the best in comparison with the other services on all types of news. It may be on certain types of news and it may not be on other types of news. Because of the fact that the Chicago Tribune from the founding of the AP has used the AP, and has made the Associated Press valuable in Chicago to the morning readers, I think the AP is of more value to the Tribune than any other news service would be. But this is because of the importance and value which the Tribune has given the AP to its readers.

I do not know whether it is true that UP maintains but one trunk line to Chicago during the night for morning papers in comparison with more than one that AP maintains into our office. I do not know what the capacity of a [fol. 2531] trunk line is; I don't know whether one trunk line could bring all the news that we want to use or whether it would take four. Asked whether we had four or five lines during the night, I said we have many teletypes in there and I think there are two AP wires, a financial wire (I do not know whether that is a trunk line or not), a sports wire (I do not know whether it is a trunk line or not), and a general news wire (I do not know whether it is a trunk line or not). So I don't know whether one trunk line or ten trunk lines would serve our purposes.

Assuming that UP maintains but one wire into Chicago during the night for serving the morning paper, I can only answer whether that would be a factor in deciding that AP was a better service for the Chicago Tribune if I know how many words one wire can bring in to the Tribune. If one wire UP used to bring news into the Tribune were sufficient that is all we would ask. I do not know the number of wires or the volume it is possible to carry on a wire.

As to whether AP has more than one wire to the Chicago Tribune during the night, I think it does, but I know we have more than one teletype working. You understand that one wire is able to carry two or more reports at one time. I am not an expert, but I understand they have what they call duplex wires. As to whether I would consider the fact that if more than one wire was coming into the Chicago Tribune, if UP had only one wire during the night for a morning paper into Chicago, whether this would be a factor in making AP a more desirable service, if you are saying that UP is only able to bring in half of the reports that AP is bringing in, and I consider the difference in volume as being important, I would then object to the UP and ask them in- [fol. 2532] crease their file. I can not tell you what the UP delivers to the Tribune in Chicago, whether it would be adequate or inadequate, until I saw the file which the UP delivered.

The Chicago Times is a tabloid. Since I have been working for the Chicago Tribune, the Journal and the Post, which are Chicago afternoon papers, have gone out of existence. The Journal was purchased by the Chicago Daily News and ceased publication. The Chicago Evening Post was pur-

chased by The Chicago Daily News and ceased publication. Both were AP papers. As to whether the circulation of the Tribune increased, when these papers folded up, in a way which I attributed it to the cessation of publication of these afternoon papers, I would have to have the figures from our Circulation Manager for that specific time. My memory is not accurate upon that because I do not deal in circulation figures as of today and of yesterday. As to whether we jumped 10,000 papers on the day The Journal folded, or whether we lost 10,000 papers, I cannot give you that without access to our circulation figures. I cannot tell you that we increased 5,000, 10,000 or 20,000. We may have had that increase, I don't know. I have a recollection that we had a gain in advertising. Without consulting the records or asking the experts on the Tribune, I can not give you an answer as to whether we had an increase in circulation.

On advertising, if a local store had a budget for local advertising and there was one less paper to spend it on, one or all of these surviving papers would share in that. That is just as true with the purchaser of a paper. A man may allocate ten cents a day to the purchase of newspapers, and if he can not buy the Journal or Post, he could spend the money on buying the Tribune. But I have no present [fol. 2533] memory as to whether there was any effect on the circulation of the Tribune as the result of the folding of those papers.

It is too broad a question, whether Acme Pictures service is as good as the AP picture service. I think we publish more AP pictures than Acme pictures. Referring to Plaintiff's Exhibit 4 for identification—the final edition—, on page 1 there is neither Acme nor AP. On page 2 there is a Tribune photograph. On page three there is an Acme photograph. On page seven there is one Acme photograph and one released by OWI. OWI photographs come from either AP or Acme. I could not tell from which we got that one unless I investigated. It was probably Acme. On page nine is an Acme photograph. On page eleven is an AP photograph. On the Tribune's picture page there are three AP photos and eleven Tribune photographs. One of the Tribune photographs is a local photograph and nine of them are taken by Tribune staff photographers at the Army maneuvers. On page 13 is a Tribune photograph. On page 14 there is one Tribune photograph, local and one AP photo. On page 18 there is one Tribune photo; on page 19, one

Tribune photo—or rather, two tribune photos; on page 21, one Tribune photo; on page 23 is one photo from a correspondent, a Welbourne photograph, and one Tribune photograph; on page 24 are two Tribune photos; on page 25, four Tribune photos taken in our color studio; on page 29 are four Tribune photos; on page 31 are three Tribune photos; on page 32 is one Tribune photo; on page 33 is one Tribune photo; on page 35 is one Tribune photo; on page 36 is one Tribune photo, and one from the Tribune morgue; and on the back page there are eight columns of Tribune drawings by staff artists, fashion drawings.

The Tribune probably uses more AP photographs than Acme photographs. That is not true of the Sunday paper. [fol. 2534] The Sunday paper uses a great many more pictures purchased from other picture agencies than it does from AP or Acme.

Redirect examination.

By Mr. Kirkland:

If the press service of the Tribune has a customer or client in New York or Massachusetts, or somewhere east of the Mississippi, the CTPS will make arrangements with a client such as those to get service direct from the New York Times. That is one of the values of having CTPS service. They will get that service for the client on the request of the CTPS. That is particularly true in Detroit.

As to spontaneous news: a fire in the Stock Yards would be spontaneous news. If I sent a man out to make an investigation as to whether the fire were of criminal origin, that would not be considered spontaneous news, nor would the background and the history of the Stock Yards where the fire might have occurred.

Referring to the complaint, on page 16 in paragraph 51 the Government says that the AP morning service to Chicago, its report, consists of 273,000 words; and referring to page 23, paragraph 63, it says that the UP in the report to Chicago consists of 264,400 words. The two figures are so close together that the question of wire service would not enter into it. It is also true that the number of wires is not a test of a news report. They apparently get the same number of words here.

273,000 words may be the number of words received in the AP district office rather than the report sent to the Tribune.

The Chicago Post, for five years before its final death, had been a declining paper, and that is true of the Chicago Journal.

[fol. 2535] I waive the reading and signing of my examination before trial, and the attorneys agree to this.

It was agreed by the attorneys that Mr. Rehfeld should send the original examination before trial, with the exhibits, to Mr. Bonynge, in New York so that Mr. Bonynge could file all of them at one time with the Clerk of the Court.

[fol. 2535a] N. Y. Trib. Miller

[fol. 2536] U. S. vs. AP

ABSTRACT

Deposition of Albert V. Miller,
New York Tribune, Inc.,
New York, April 14, 1943

Direct examination.

By Mr. Pfeiffer:

I am treasurer of the New York Tribune, Inc. and have been treasurer for over two years. The New York Tribune, Inc. is the publisher of the New York Herald Tribune, a morning newspaper published in the City of New York. It was founded somewhere back about 1860 as The Tribune. It became the New York Herald Tribune in 1926 when it absorbed the New York Herald. It is a member of AP and has been for many years. I am appearing pursuant to a subpoena.

The average daily circulation for January, February and March of 1943 was 296,958. I do not have the figures by individual months. The average Sunday circulation for those three months was 551,318.

It is a subscriber to the news service of the United Press Associations and has been since 1929. It is not a subscriber to the news service of Reuters, Limited nor is it a subscriber to any other news service. I have prepared a statement showing a comparison of AP and UP material published in the New York Herald Tribune for the week of March 14 through March 20, 1943. In the six issues of the daily paper AP had 106 columns of news and 75 columns of tables, that

is financial tables and related tables. The financial tables include the stock quotations—the Big Board, the Curb and the bonds and certain related tables. In the same six days we had 20 columns of UP news; we do not get any tables from UP. In the one Sunday paper of that week we had [fol. 2537] 21 columns of AP news and 13½ columns of tables, and we had one column of UP news.

The expenditures by the New York Tribune, Inc. for the year 1942 for the collection of local New York City news were $808,296.48. That figure includes $27,741.74 that we paid to AP and that we listed under local news cost. The figure of $27,741.74 was part of the assessment of AP which was allocable to the collection of local New York City news. The total expenditures of the New York Herald Tribune in 1942 for the collection of Washington news was $87,538.36. For the same period the total cost of domestic news other than the local New York City news and Washington news was $74,513.46 and the total cost in 1942 for the collection of foreign news was $181,663.21. I am not sure whether this figure includes amounts paid for cable and wireless and other charges for transmission of foreign news from abroad to the U. S. I will check that. New York Herald Tribune paid AP for the year 1942 the sum of $86,530.78. The amount paid AP for the year 1942 is about 8% of the total amount paid by the New York Herald Tribune in 1942 for the collection of news.

At the present time New York Herald Tribune employs 83 people in collecting local news in New York City. The number employed in collecting Washington news is 10. Those employed in collecting other domestic news, that is, other than local New York City and Washington news, is 131. The latter figure includes active string men and correspondents. These are scattered all over the U. S. We have at present 11 foreign correspondents who are regular staff men. They are the only ones who supply us with foreign news except such as we get through AP or UP. We have no arrangements with foreign newspapers for the exchange or purchase [fol. 2538] of news. We are subscribers to the Dow-Jones ticker service, which is a sort of printer's service that picks up spot news of interest. It is more of a tip service or a condensed service which relates almost exclusively to the financial field, and it runs into our financial news department, which is a part of our local New York City news.

In addition to Dow-Jones we also have a Washington news ticker service. It covers certain financial as well as sport news. This is more in the form of a bulletin or news letter tip service. In Washington we have an arrangement with the Washington City News Service which furnishes a news service to our bureau. It is a bulletin service of local things in Washington. Then we have the Urner-Barry reports which cover news on the produce market for our financial news department.

We have a somewhat similar arrangement in the London bureau with the Exchange Telegraph Service which furnishes the London bureau with a local news bulletin service. In our bureau in Buenos Aires we have a similar arrangement with the agency of the Saporiti Service. That is a sort of local bulletin service in Buenos Aires. Those are the only types of services we have. Our 11 foreign correspondents are located in London, Moscow, Buenos Aires, North Africa, India, Australia and with the Naval Task Forces in the Southwest Pacific.

The New York Herald Tribune maintains bureaus outside its main office here in New York at Washington, London, Moscow, and Buenos Aires. All these bureaus are engaged in gathering news. There are 10 employees in the Washington bureau. I am not referring now exclusively to those who gather news but to the total number of employees and include three office people, making the total 13. In the London bureau there are 5, in the Moscow bureau one, as far as I know, and in the Buenos Aires bureau there is one. Im- [fol. 2539] mediately preceding the outbreak of war in September 1939 the Herald Tribune had 11 foreign correspondents, which was substantially the same number for several years preceding 1939. There were, in the period from 1933-1939, our bureaus in Rome, Shanghai, Tokyo, Manila and Berlin. To the best of my recollection, we had those as far back as 1933. They are all closed as a result of the war. We had at least one man in those bureaus during that period. I do not have the total number of employees which we had in each of those now extinct bureaus. In the period before the war the only arrangement we had with any foreign paper for the exchange or purchase of news was with our European edition that was published in Paris. The Herald Tribune published a newspaper in the City of Paris, France. This was until June of 1940. That paper was called

the European Edition of the New York Herald Tribune. It had its own staff. I do not know the size of its staff and I do not know whether it had correspondents and reporters in France. I know they had men in one or two spots. I could not tell you how extensive that was. That was a newspaper published in France and primarily containing American news. It was published in the English language. I do not recall its approximate circulation. I think at one time it ran about 30,000.

With the United States military forces we have correspondents with the men in Africa, with the men in England, and in Australia, covering operations. There are seven men that you might say are assigned to the field. That includes one man with the Naval Task Force in the Southwest Pacific. The others are scattered at various places around the world.

The Herald Tribune has a syndicate service. Within our organization we just call it the syndicate news service. The [fol. 2540] total revenue derived by the New York Tribune, Inc. from its syndicate service, including all features, during the year 1942 was $388,424.37. I believe the Herald Tribune has been a member of AP since 1900. The New York Tribune, Inc. has no ownership relation to a publication called "This Week". The Herald Tribune is one of the participating papers in that group, under an arrangement by which we purchase so many copies of "This Week". This Week is a magazine section for Sunday newspapers, which is distributed as part of the Sunday papers by 20 odd newspapers around the country, including the New York Herald Tribune. We get so many copies which we order each week to go with our newspaper, and for which we pay This Week organization. The organization calls itself the United Newspapers or United Publications. It is a supplement to the Sunday paper.

Cross-examination.

By Mr. Lewin:

New York Tribune, Inc. took from UP during 1942 their general press service, both domestic and foreign, but none of their features, just news. We took everything that UP supplies to any newspaper in the general news field. We take the general news wires and the financial services, sport services and all other categories that are generally avail-

able and not among their features. This is true during the entire period that we subscribed to UP services.

It would take me quite a while to make a breakdown of the expenditures in 1942 for the collection of New York City news. I can tell you generally the type of expenses included in there. They are the salaries of staff people, the payments to string correspondents, those items of the press services charged to local news gathering, traveling expenses, telephone and telegraph, items like stationery and printing and miscellaneous office expense. It does not include any of [fol. 2541] the administrative expenses of the Herald Tribune such as the over-all expenses of the managing editor and his staff and the editorial writers and the editor. That is just the expenses we charge directly to the news-gathering part of the staff. It does not include the salaries of officers but it includes the salaries of the city editor and his assistants and men of that type, but none of the officers. I do not have the figure for full time reports segregated here. Our item of salaries includes all reporters and the city editor and people of that type in one lump sum of salaries. I have not got a breakdown of that.

We have some part-time reporters reporting news in New York City, such as district reporters that are part of the city staff. There may be others also who work for other newspapers. I could not name them offhand. I cannot tell you how many payments to string men were included in the figure of $808,000 for collecting local news in New York City. I would have to have that analyzed. This figure of 83 people gathering local news in New York City does not include string men. I cannot give you the dollar amount paid string men during the period unless I had it broken down. I do not believe we had any string men in 1942 collecting Washington news. The figure which I gave for cost of collecting Washington news did not include compensation to string men. To the best of my recollection there were two regularly salaried staff men collecting domestic news in the U. S. outside of New York and Washington during 1942. One of these would be Mr. Steele in Washington, and the other would be Mr. Bates in Albany. He is in that capacity now and was in 1942. I do not recall their salaries offhand, but to the best of my recollection Mr. Steele gets something around $75 a week and Mr. Bates gets $55 a week. Their compensation is included in the total compensation figure

[fol. 2542] for the news gatherers outside of New York and Washington, which was $74,513.00; and generally the rest of the compensation was to string men scattered over the U. S. So of the figure of 131, two were regular staff members and 129 were string men. A string man is a man who sends news material in on a space basis and gets paid accordingly, according to the space that he sends in that is ordered. I have not classified Albany as a bureau, or Chicago.

Outside of New York and Washington, the only places where we have news gathering facilities are Albany and Chicago, and then we do have somewhat of a regular arrangement with a man in Hollywood. He is not exactly a string man, he is paid on sort of a guaranteed or somewhat of a fixed basis. He is not a full-time Herald Tribune man. He gets a flat amount per week for sending in news from Hollywood. His name is Thornton Delehanty. I do not know whether he is employed by some one else. I do not know whether he is connected with the Los Angeles Times Mirror. Hollywood is limited entirely to the movies. So far as general news is concerned, Albany and Chicago would be the only places in the U. S. outside of New York and Washington where we maintain news gathering facilities on a regular basis. For gathering Boston news we have a sort of string man arrangement whereby if anything comes up, they query one of the Boston papers or some one in one of the Boston papers. I think we get queries from one of the Boston papers that produces some sort of a news service. I do not know the name of the paper. It may be The Boston Herald. I am not sure whether we query an individual or whether we query the news service of one of the Boston papers, but it is the only arrangement we have in Boston.

As far as I know, we have nobody regularly in Detroit. I do not know which particular paper our news department [fol. 2543] would query. I do not know whether it would be an AP member or not. I do not think any of my associates here would have the answer to these questions. With respect to collecting news in Kansas City, we would query somebody out there if anything came up and they wanted a special coverage on it. We would query if they had a string man out there and find out from some papers whom to query. The same arrangement is true in St. Louis, Los Angeles, San Francisco and Seattle. I could not tell you

whether the query is addressed to a newspaper or to an individual in those cities. The figure which I gave you of compensation paid for gathering news outside New York City and Washington includes payment to newspapers queried in that fashion. I could not tell you how much of it consists of payments to newspaper syndicates at these various points. My offhand guess would be that the larger proportion of it would go to individual string men rather than to news bureaus operated by newspapers. It depends on the situation who does the querying, the Tribune here or a string man located in the field. Generally the string men are to a large extent employees or reporters for newspapers in their various localities. If a query is addressed to a newspaper in Boston, it is very likely one of the large morning papers; and if it is addressed to an individual string man, quite likely it is addressed to an employee of one of those large morning Boston papers. That in general obtains throughout the country.

I would say that a substantial amount of the figure of $74,513.46 consists of compensation paid newspapers or employees of other newspapers; I cannot tell you what proportion, but combined. I think Mr. Staton would be a better person to describe the types of services furnished by the syndicate news service of the New York Tribune [fol. 2544] Company, and to answer questions regarding revenue derived from that service. I think the syndicate news service of the Tribune is furnished to other persons than U. S. daily newspapers, but Mr. Staton could answer that more accurately than I could.

In the figures which I gave of compensation paid in the various fields, the cost of collecting news, I do not include the cost of collecting features. Those figures do not include any item for photographs. The figures which I gave, in general, cover all spot current news. There are some of the men on the staff who write special stories on current news, but if they are staff men that is all in this expense item here, but that is all incidental to their regular duty of news gathering. That figure does not cover compensation paid for any special feature writers or anything of that sort. A reporter working regularly gathering news—he may be assigned to a particular subject, running two or three articles on it—is on the staff and his salary is included in here. If he works a day or two or three days his

salary is included in here; we include his total salary in the gathering of news.

Our newspaper company subscribes to Acme Newspapers, Inc. We do not subscribe to ANEA. The figure which I gave for total revenue which the syndicate news service received in 1942 included revenues from features. Of the figure of $388,424.37 for the syndicate features and news service, $330,688.79 represents the syndicate features and $57,736.58 applies to the news service. By features I mean the Sunday comics, the week day comics, the commentators' columns, and the daily and weekly feature digest, all the services except the news service. The figures [fol. 2545] for a total breakdown of the source of the revenue which was collected and the total cost to the syndicate during 1942 would come from my department.

I am not agreeing to furnish the cost during 1942 of the various comics, commentators' articles, and cartoons unless I find that we have to. In a great majority of cases the features are sold separately from the sale of the news service, and not in a package. I do not have a list of subscribers to the syndicate service with me, but Mr. Staton possibly has.

I would not say that most of the foreign news which our paper gathers comes from London. We have three men in Africa and three men in England. We do not have anybody on the Continent of Europe at the present time, but we do get European news from the Continent. I think any news from Stockholm generally comes from AP or UP. This is because we do not have any direct coverage, we do not have any of our staff men assigned there. I do not know it to be a fact that such news as we gather from the Continent is relayed through London. It is likely to be picked up by some of the broadcasting monitor stations. I could not name particular sources to you but I would not say it comes necessarily exclusively through London. I could not answer specifically whether our correspondents encounter any difficulty in obtaining transmission service at the present time in sending news from these foreign points, but I have no doubt their dispatches are subjected to military priority the same as other people's dispatches in a similar situation. It has not come under my personal attention whether they have any particular difficulty in obtaining transmission facilities in comparison to the trans-

mission facilities which the large press associations can [fol. 2546] obtain. That would also be true of North Africa and the other war theatres. We take the full AP news service. We do not take the Wirephoto service or the Wide-World news, nor do we take AP features including comics; but we do take the full AP news service, domestic and foreign.

The total figure of $86,530.78 which was our payment for AP assessments for 1942, can be broken down as follows:

What we call General	$48,486.63
City (which would be local stuff)	15,436.99
Financial	8,484.53
Sports	3,820.22
Pictures	9,000.01
Cable charge—that must have been some particular item or other	220.85
Society pictures	4.00
Pictures	57.00
Sunday news pictures	5.00
City fire alarm	3.35
Obituaries	38.00
Washington teletype maintenance	961.20
Telegraph and cable pictures	7.00
Sports pictures	2.00
Promotion pictures	2.00
News pictures	2.00
That should make up	$86,530.78

The figure of $27,474 which I gave on direct examination for local New York City news includes the financial and sports as well as the amount of $15,436.99 for local City [fol. 2547] news as shown in the breakdown. There is no discrepancy between the two figures. I do not recall that the amount of assessments paid AP treat foreign news as a separate item, nor can I give the total amount of AP assessments in 1942 attributable to the Washington news of AP; I cannot give it for the domestic news of the U. S. outside of New York and Washington. I do not know in what particular the assessment is detailed.

I do not have a breakdown to show how much of the 20 columns of news we published during that week which was obtained from UP was foreign news. I will make such a

breakdown and will show what portion of it is domestic news of the United States emanating from New York City and what proportion of it is domestic local news of the United States outside of New York City. I will make the same breakdown for AP columns. In the breakdown I will show separately the amount of domestic news which emanated from Washington, and will show the Sunday item which was one column of news obtained from UP.

As far as I know we have never subscribed to any of the services furnished by NEA Service. We have never subscribed to the news service of INS.

Redirect examination.

By Mr. Pfeiffer:

I will have to make a compilation to determine the total figure showing the cost in 1942 to the Herald Tribune for collecting news, including transmission charges. We get news from time to time from the broadcasting and monitor stations that are now operating around the world. It does not amount to much. Invariably that would be an item of news from a country occupied by the enemy. It is broad-[fol. 2548] casting of enemy countries which is picked up by some broadcasting station and the item is then made available to the Herald Tribune. Such items as are picked up by broadcasting and monitor stations are available to anybody.

The breakdown of AP assessments which I have just given to Mr. Lewin is the Herald Tribune's breakdown and is not the AP breakdown. That is the way we allocate the charges.

In the operation of the query system, when a domestic event occurs concerning which the Herald Tribune wants a story, it would get in touch with one of its own men or with a string man and through that means it would get the story of the local news. The query system operates through the telephone and through telegrams. My general understanding is that it is mostly by telegraphic query.

Cross-examination.

By Mr. Kirkland:

The 131 string men which I mentioned are the more active string men that the Herald Tribune uses. We have

other string men whom we might query perhaps once in six months. We have a string man in nearly every state capital and nearly every important city in the country. Before the war, string men were easy to get. I have never heard how many string men there were in the U. S. working for all the papers. I never had any data on that. I have no idea how many string men the Herald Tribune has on its list that it might query once or twice a year. There must be a great many. In the larger centers of education it was generally true that there were students who were string men. In nearly every metropolitan town you will find newspaper men, rewrite men possibly, or reporters who will query or act as string men for other city papers. That is the common practice. There is no difficulty in getting local news that way.

[fol. 2549] Recross-examination.

By Mr. Lewin:

The only leased wire that I can recall that the Herald Tribune maintains in the U. S. is between our Washington bureau and our office in New York. That is used for incoming news from our Washington bureau.

[fol. 2549a] N. Y. Trib. Staton

[fol. 2550] US v. AP

Abstract

Deposition of Harry Staton

New York Tribune, Inc.

New York, April 15, 1943

Direct examination.

By Mr. Pfeiffer:

The New York Tribune, Inc. publishes the Herald Tribune in New York City. I am manager of the syndicate. The syndicate in our organization is the department that sells to outside newspapers anything that the New York Herald Tribune has that seems to the syndicate department

to be something to sell. I have been manager of the syndicate for 19 years. I am appearing pursuant to subpoena.

The syndicate sells about 40 features. They are made up of writers, comic artists, who are hired by the syndicate sometimes; sometimes they are hired by departments of the newspaper. About 40 different features are sold here and there. When I speak of departments I mean various departments of the Herald Tribune. In addition to features the syndicate sells news stories that our reporters gather, to newspapers, and special features such as advance cables and articles mailed in from abroad that may come in during the week. We also sell spot news to this extent, if one of our reporters is covering a story that is spot news we offer it to newspapers that should be interested if there is a local angle to it; if Akron, Ohio, appears we are likely to query them on a story written by the Herald Tribune man. We have no one collecting news for the syndicate service. The news which we sell is news collected by the Herald Tribune staff.

[fol. 2551] We have what is called a query service. Stories that come in during the afternoon or telegrams at night and local stories written by our own reporters are looked over by a query man. He gets proofs, he gets flimsies, and if he finds anything in any one of the stories that indicates that an out of town newspaper might want some of it he queries that newspaper, or the ten newspapers or fifty newspapers or any number of newspapers that are indicated in the story. The purpose of this inquiry is to find out whether or not the newspapers of which he is inquiring would be interested in purchasing that particular news item. That is a daily operation of the syndicate. The querying of newspapers by our syndicate man covers spot news written by our own reporters. It is a seven days a week operation.

We do not have a special coverage of New York City news for out of town newspapers. Occasionally a newspaper will ask us to send a reporter to cover a special story in New York; it might be a trial, a dog show in which there are more dogs from Minneapolis than there are from New York. We have no staff for that. That is the reverse of the inquiry system. What I am speaking of is where out-of-town newspapers will query or will ask the Herald Tribune to cover a story for them specifically. That is an

operation that is carried on as requests come for it. The writing of the story, the obtaining of the story is done by a member of the staff of the Herald Tribune. We have no staff for that kind of work. The news service makes that available to out-of-town newspapers. It does it as a favor.

In the syndicate we also sell Washington news. The Herald Tribune maintains a staff in Washington permanently.

[fol. 2552] The Herald Tribune covers foreign news and the syndicate sells the foreign news reports of the Herald Tribune to American newspapers and to foreign newspapers.

As to who are the newspaper subscribers to the syndicate service of the New York Tribune, Inc., there are 300 on one list and about 200 on the other. I have produced three sheets of paper dated April 15, 1943, headed "Newspapers to which the syndicate sells its features." These three sheets contain the complete list of the newspapers to which the New York Tribune, Inc. syndicate service is presently selling its feature service.

(Schedule headed "Newspapers to which the syndicate sells its features," dated April 15, 1943, marked Defendants' Exhibit No. 1 for identification, April 15, 1943.)

(List set forth verbatim of newspapers to which the syndicate sells its features. List contains 275 U. S., 2 foreign and 28 Canadian newspapers.)

I have also handed you four sheets of paper, the first of which is headed "List of subscribers to news service." That is a list of newspapers to whom we sold spot news in 1942 and a list of newspapers to whom we are selling a whole service or a part service.

(Schedule headed "List of subscribers to news service, spot service," was marked Defendants' Exhibit No. 2 for identification, April 15, 1943.)

(Defendants' Exhibit 2 for identification is reproduced verbatim. It is entitled "List of subscribers to news service," and is divided into the following categories: spot service; Canadian; weekly service; W. Fleischer; Maurice Hindus; flat service; Lucian Burman; Edward Tomlinson.)

[fol. 2553] By Mr. Kirkland:

I did not count the number on the list to which we sold spot news. There are about 200.

Cross-examination.

By Mr. Rugg:

My duties as manager of the Herald Tribune syndicate are primarily to sell feature material. I am primarily interested in the merchandising of that commodity that the syndicate puts on the market. I have an assistant in the syndicate, a couple of secretaries, and a shipping department. We have just one salesman. I personally sell by presentation rather than by visit now. I used to go out a great deal but I do not travel very much now. By presentation I mean I write statements of what I have got to sell. Sometimes I have them printed in attractive form and sometimes I just put them in letters. Sometimes I call up the editors around the country and tell them what I have got and offer them material for sale. We have promotion material. I do not have any of it with me. There is very little. We make a statement of the feature we have for sale and then after that there is an accumulation of material that indicates the value and interest in one or more of our features. This literature does not cover the news service because it is taken for granted that editors know what we have to sell, and they buy it or they do not buy it. We do not even go out to sell it. I will amend that to this extent, that when we are offering a complete service to a newspaper we include our news department and say that it is a part of our service, and that is attractive to sell news, but we do not have any printed material on the news portion of the syndicate service.

[fol. 2554] Before I became manager of the syndicate I was a salesman for the syndicate. Thirty-five years ago I was a reporter and in a rather vague way I am familiar with the method of operation of the Herald Tribune and its gathering of news. The syndicate has no separate corporate existence that I know of. You will have to ask Mr. Brown about that. I do not know what the corporate set-up is.

Everything that the Tribune has is not available to me. There are things that the Herald Tribune buys without

syndicate rights. There are news service materials that they have no right to touch and cannot sell. We must sell only the things originated by ourselves in the way of features. We cannot sell features that we buy from outside the office, naturally, when we do buy them. In the matter of news we sell what our reporters send in or bring in or write in the office. Everything that the Tribune has that is not restricted in its use by the seller from whom the Tribune buys it is available to our syndicate service. So far as the Tribune is able, we endeavor to recognize all the restrictions that any seller of news or service imposes on the Tribune.

Walter Lippmann is one of our prominent feature writers. That service is available to the syndicate. I never saw the contract between Lippmann and the Tribune. So far as I know, there is no restriction on the Lippmann stories so far as republication by the syndicate is concerned, excepting in territory that is reserved for our own newspaper. That is a restriction that the owner of the paper imposes, voluntarily rather than by Lippmann; and the same applies to Mark Sullivan and George Fielding Eliot, and in general the foreign service of our own correspondents—that is the signed stories or articles that we get from Europe or wherever they may be stationed.

[fol. 2555] I am not familiar with the Washington News Service and know nothing about it. No service bought from a news distributing organization would be available to the syndicate, as I understand it. They sell to us and they sell to other papers on their own account, I guess, any of the papers, Associated Press or this Washington News Service.

No picture services are used in our feature service. I do not know anything about news received from foreign sources by broadcasting or monitor stations or listening in on foreign short wave broadcasts. The syndicate has a man who finds stuff that is available in the office and makes his inquiries on it. As to the scope of his inquiries or restrictions on his duties, that is handled by the editors of the paper. They know what he is supposed to have and he cannot get anything else. There is not a separate pile of stuff that he can look at and another pile of stuff that he is excluded from looking at, but stuff that comes in that belongs to us he knows that he can query. No one in particular instructs him. A man who runs the news service

gives general instructions; if we get a new man, he hangs around to see that only the proper avenues of news are tapped. We do not inquire as to the source of the news. I would not know whether the stuff came by telephone or by cable; maybe my man does, my query man. This one man does this work; it is not presented to anybody. There are two of them, one comes on early and the other stays late, and sometimes they are there together; and outside of [fol. 2556] a general handling by a manager who would be called to assist me in the news department nobody does anything about it but just those two men who are query men. They sit on the fifth floor and they have a series of desks on the editorial room floor, the City room floor of the Herald Tribune. All of the news that comes in the Herald Tribune comes in through the City desk. If it is news it comes through the City room. If it is editorial matter it is sent down direct by the head of the editorial page. There are other categories than news and editorial matter; there is feature matter and advertising. There are four general categories: news, editorial, features and advertising. And all the news that appears in the paper goes through the fifth floor. And it is all of that news that the syndicate men have access to and to which I would refer when I said that we took all there was, regardless of the source.

Mr. Pfeiffer: He did not say that they queried all of that news, Mr. Rugg.

The Witness: We only query on news that we think of interest to Akron or Boston or somewhere. Our man is expert on queries and he may take only six items out of the night's news. And that would be spread somewhere between Akron and Seattle on queries, according to his estimate of the local interest in those particular communities.

I do not know anything about payments of money to AP for city news. If I were running a newspaper I would know that what I paid AP for was AP news. I do not know whether it is of recent origin that the Herald Tribune has acquired New York local city news from Associated Press. I have heard of the City News Association. When I was a young reporter I remember it very well as the place where they gathered news generally, all that they could, and sent a general coverage of police stations, standard happenings, [fol. 2557] and sent them in somewhat skeleton form to

the news service. Sometimes it was a tip and sometimes it was enough for what they wanted. The general kind of localities which the City News Association covered would be the police headquarters, fire headquarters, some courts. I am not an expert on this. I do not know just what they did cover. I never worked for the City News Association nor was I ever in a position to get this stuff over a newspaper desk. I remember reading that the City News Association went out of existence about a year ago. I could not locate the date in my mind but I know that it happened within the last year or two. I do not know anything about whether very shortly prior to the death of the City News Association the Herald Tribune resigned from the City News Association. I did not know that it resigned prior to the dissolution of the City News Association. I did not know anything about the Associated Press taking over the City News Association at the time of the dissolution of the City News Association. In a general way I know now that the Herald Tribune acquires AP news that previously it acquired through the City News Association. I cannot tell you when I learned that. When I heard it discussed yesterday I realized that I had known it. I had not anything to do with that. That type of news is not scrutinized by the syndicate news man on the fifth floor in the search of items to put in the query service. It is entirely omitted.

I recall that Mr. Miller said there were 131 string correspondents of the Herald Tribune. I know nothing about string correspondents. I have no knowledge whatever about it. I know nothing about the facilities of the Herald Tribune for getting news in the City of Boston. As for the syndicate getting news from the City of Boston, the syndicate gets no news. In the reverse of the query system, where we are queried for news, we do not get inquiries [fol. 2558] for news from a place like Boston. I would say never.

I am familiar with the phrase "news facilities of the Herald Tribune syndicate." Perhaps I have used it. Perhaps I put it on a statement of our features. I may have put it in contracts for the syndicate service. I do not write the contracts, incidentally. When I used that phrase in connection with the syndicate I meant that we had for sale anything that the Herald Tribune editors indicated we could sell. I think on one occasion we agreed to query

our foreign correspondents if the subscribing newspaper asked us to. I think it was in our contract with the Chicago Sun. I think it was limited to foreign service. It was a new phrase and a letter covered it saying that we would just about do what we could do and not make an assignment service of it. I do not have a copy of our contract with the Chicago Sun. Examining the photostatic copy of a contract between the New York Tribune, Inc. and Marshall Field, dated October 15, 1941, bearing the signature of Howard Davis, Vice President of the New York Tribune Company, I know Mr. Davis; he was the vice president then. I do not know what his title is now.

Mr. Brown: Executive Vice President.

The Witness: In October, 1941, among Mr. Davis' duties as vice president there was included supervision of the syndicate service.

Mr. Pfeiffer: Mr. Rugg, if you are going to read from the document or going into its contents, may we have it marked for identification.

Mr. Rugg: Yes.

The Witness: I am familiar with Mr. Davis' signature. As to whether I recognize Mr. Davis' signature on the document which you show me which you have marked A in red pencil, dated October 15, 1941, it looks like Mr. Davis' signature. As to whether I recognize Mr. Davis' [fol. 2559] signature on the document you show me which you have marked B in red pencil,—it looks like it.

(Photostat of agreement between New York Tribune, Inc., by Howard Davis, Vice President, and Silliman Evans, Agent for Marshall Field, dated October 15, 1941, was marked Plaintiff's Exhibit No. 1 for identification, April 15, 1943.)

(Photostatic copy of agreement between New York Tribune, Inc., by Howard Davis, Executive Vice President, and The Chicago Sun, by Silliman Evans, dated March 25, 1943, was marked Plaintiff's Exhibit No. 2 for identification, April 15, 1943.)

I read the Herald Tribune syndicate's contract with The Chicago Sun when it was made and negotiated it. I negotiated a modification of it in March, 1943, by talking over the telephone with my salesman in Chicago who was there

getting a renewal. The contract which was negotiated by my salesman was brought in and I took it down to Howard Davis and I must confess I did not read it. Examining Plaintiff's Exhibits 1 and 2 which you show me, this looks very much like the original contract, that is a photostat of the original contract. I saw it only once and there may have been a dozen modifications of it by letter. I cannot tell just whether it is a complete thing. Plaintiff's Exhibit 1 for identification looks like the contract I negotiated on behalf of the Herald Tribune syndicate with The Chicago Sun, barring any modifications that may have been made by letter. Those would be subsequent modifications. It looks like the contract that I negotiated at the time.

On examining Plaintiff's Exhibit 2 for identification, it seems to be the contract that was negotiated as a result of the telephone conversation with my salesman in Chicago in March, 1943, between the Herald Tribune and Marshall Field.

[fol. 2560] (Plaintiff's Exhibit No. 1 for identification is set out in full.)

(Plaintiff's Exhibit No. 2 for identification is set out in full.)

Referring to paragraph 7 in Plaintiff's Exhibit 1 and paragraph 7 in Plaintiff's Exhibit 2, which say that Marshall Field shall have a right to query and receive information from the syndicate on news stories of special interest to Chicago "from whatever points the New York Tribune Inc., maintains news facilities." this was written into the contract by the editor of The Chicago Sun, and as originally written it was perhaps a little too vague for our acceptance, and finally it got to that other negotiation, and I meant when I accepted it as a part of what they wanted to buy from us that we would help them whenever we had anyone around to give that aid that they might need, and it was especially stated as a correction, as a change from the original request because it was rather a vague thing anyway.

Paragraph 7 in Plaintiff's Exhibit 2 for identification, dated March 25, 1943, was negotiated 15 months after the first contract and it was a duplicate, practically, of the first contract. As to whether after 15 months' experience section 7 was deemed mutually sufficiently precise and accurate

to warrant its incorporation verbatim in the second contract, it was deemed of sufficient importance by The Chicago Sun and acceptable to us, in an unchanged form. When I said the news facilities of the Herald Tribune I meant anything that was established by the Herald Tribune that I could use for them I would give to them. I don't know exactly where the Herald Tribune maintains news facilities. I know we have a London office and we have the Chicago man. I guess we have Mr. Steele in Chicago. I don't know about an Albany man. I take what they give me. I meant as to where we have facilities when I signed the contract or when I negotiated the contract, that we [fol. 2561] would give him anything that the Herald Tribune had available for sale, any help the Herald Tribune could give them. I did not promise to get news, I promised to be helpful. The contract said that we would try to do something for them, I think, and we did not agree to do anything. As to the provision that "The Chicago Sun shall have the right to query and receive information from whatever points the New York Tribune Incorporated maintains news facilities," it is fair to say that I meant by that from points where the Herald Tribune maintained news bureaus, and nothing else. So far as domestic coverage is concerned, that would mean in this country New York City, Albany, Chicago and Washington, and nowhere else that I know of. It would mean Boston if we had a bureau there; if we had a representative there it would. I don't think we have a bureau there; I don't know about that; I don't know just what the organization of the Herald Tribune is. As to whether my associate said that we did not have a bureau, I did not pay attention to that. I should know a lot more about their bureaus that I do, but I know that we get just what we are entitled to, and I am not very much surprised about it, nor do I go into details about it with the editors.

Section 8 in the contract is a clause in all of our continuing service contracts. I am not familiar with the rules in force of the Associated Press as to this particular. There was no discussion as to what curtailment section 8 meant. It was something that we put in, that our Legal Department put into the contract. Neither Mr. Field nor his representative mentioned it. They did not ask for any explanation and we did not give them any. Our Legal Department

undoubtedly intended to protect us from any demand for service in violation of the Associated Press rules. As to what I intended with respect to relieving ourselves from [fol. 2562] any contractual obligation to Marshall Field to violate the Associated Press rules,—the Legal Department takes care of such details. As to negotiating the contract, I presented it as a form from the Legal Department. I negotiated it with the editor of The Chicago Sun on behalf of the Tribune Company Inc. with the representatives of the other contracting party. Mr. Silliman Evans was around, but I was doing my business with Smith, the editor of the paper. Rex Smith, the editor, signed the first contract. As to clause 8, I knew that our legal department had put that in our contract and that I could not have a contract without that in. I did not explain that to Mr. Smith. He did not ask about it; he understood it I guess. There was no conversation about it. So far as I know, that clause 8, and particularly the reference to The Associated Press rules, has not been violated in connection with news furnished The Chicago Sun.

I am not familiar with The Associated Press rules. I do not know that under the Associated Press rules in force in 1942, under Article VIII, Section 5, it is provided that no member of The Associated Press shall furnish or permit anyone in his employ or connected with the newspaper to furnish to any person not a member of Associated Press the news of Associated Press in advance of publication or to any other member any news from Associated Press which Associated Press is debarred from furnishing to such member. I do not know whether the people who work on the fifth floor ever received instructions as to the provisions of that rule of Associated Press.

I do not know that Section 6 of Article VIII of the by-laws of the Associated Press provide that no member of Associated Press shall furnish to anyone not a member [fol. 2563] the news which he is required by the by-laws to supply Associated Press. I do not know whether the employees on the fifth floor were ever instructed as to those rules of Associated Press. I never instructed them not to violate the AP rules. Things like that become standard and the men are supposed to know what they can do and what they cannot do. They are supposed to learn that just having been there, some longer than I have been there.

One of these two men on the fifth floor has been in the news service longer than I have been. I know that the Chicago Sun is not a member of Associated Press.

Referring to Defendants' Exhibit 2 for identification and particularly the list of subscribers to news service, spot,—spot service is a query service about prize-winning dogs in the dog show whose owners are in Akron, a query about a marriage license issued to someone giving an address from Seattle. I am giving those only as types. We furnish spot news to the spot service subscribers, if it is spot news. Spot news in my mind is what happens tonight, spontaneous news. We have no contracts with the newspapers covering this spot service. Without knowing much about it, I hope we carry out the spirit of section 8 of The Sun contract with reference to The Associated Press. So far as I know, we do. In general, the syndicate is paid for this spot service on a word basis, per words furnished. In reference to Defendants' Exhibit 2, category entitled "Canadian," the service there may be spot service or they may be mailed advance cable material or theatrical material. In Montreal any of the stuff that we are permitted to sell is mailed there. Some of this may be spot service. These [fol. 2564] are the papers that buy from 50 cents up to any amount more within the amount of the contract here; we do a bit of business each year. This is a list of newspapers with which we did any amount of business. Some of those newspapers might have got 50 cents worth of news from us. I am referring to the first list called spot service, and none of those newspapers are in contractual relation with us or we with them. It is a hit and miss group. As to whether the same hit and miss group characterization applies to the seven Canadian papers, I would have to see from our records on that. We have a Canadian representative and I am not sure what he sells to them. In the case of the news service we do sell these Canadian papers direct and in the case of the Montreal Star we sell them a sort of a general service, a limited service; and the rest of them are queried for one thing and another.

As to the weekly service, the next category on Defendants' Exhibit 2, during the year 1942 on and off, and sometimes as a regular thing, we mailed to these people our advance cables, our theatrical material, second section special articles, anything that we could pick up and send in sufficiently in advance for mailing. That could be generally

characterized as feature news rather than spot or spontaneous news. There would be no spot or spontaneous news in that weekly service.

As to the five other categories on page 4 of Defendants' Exhibit 2 entitled W. Fleischer, Maurice Hindus, flat service, Lucien Burman and Edward Tomlinson, these are all feature news stories except this thing described as flat service, which I do not know anything about. I do not know how it got there. I do not know what flat service is. These figures were made up by the accounting department. I imagine it was something that was sold direct, like a mat, a mat of illustration; they call up and someone sells [fol. 2565] it to them for a dollar a column or something like that. The syndicate would sell it. It would go through the syndicate, but I never heard of it as a flat service. I guess that is what it is called. I am absolutely sure that it does not cover any spontaneous news or spot news.

(Mr. Rugg read into the record letter to an Attorney General dated March 2, 1943, as follows:

"Dear Sir:

Answering your letter of February 17, 1943, we furnish the following information, using the same letters as contained in your letter:

(a) New York Tribune Inc.
(b) Incorporated, New York State
(c) (1) News Service (complete or limited)
(2) Query Service (offering local interest news to out-of-town newspapers)
(3) Special coverage of New York City news for out-of-town newspapers
(d) (1) Regular full news service to Buffalo News, Cincinnati Enquirer, Washington Post, Chicago Sun, Boston Globe and Montreal Star.
(2) Special Saturday only news service to Dayton News and Miami News.
(3) Sunday advance news to Denver Post, Seattle Times, St. Paul Pioneer Press, Oakland Tribune, Toledo Times and St. Louis Times-Star.
(4) Business Index to Topeka Capital.
(e) The Total receipts from the above services was in 1942 $57,736.58

Yours very truly, New York Herald Tribune,
(Signed) Howard Davis, Business Manager."

[fol. 2566] As to the regular full news service, I think there were oral contracts with the Buffalo News and Cincinnati Enquirer; there is a contract with the Washington Post, Chicago Sun and Boston Globe, and I believe there is a contract with the Montreal Star. In the case of the Buffalo News and Cincinnati Enquirer there may be an old contract, I have not heard of them in years, they were there before I was there; in the case of the Boston Globe I doubt if there was a contract, but there may be. As for the basis of payment, we call it a flat rate for news service, except in the case of the Washington Post and the Chicago Sun; those two newspapers and those two only buy everything we have to sell. That is the complete list of feature service. Those are all included in the exhibit in the Sun contract. The Sun buys all of the 40 items that we carry in our syndicate feature service. As to the papers other than the Washington Post and the Chicago Sun, they may buy features, or two or three features, but they do not buy a full feature service. The papers other than the Post and the Sun pay for the news service as a flat payment. We agree to let them have everything that we are permitted to sell for so much a week, and so far as the news is concerned they get the same service that The Chicago Sun gets; that is, anything that we can get a hold of in the office.

I am not familiar with the rules of Associated Press, Article VIII, Section 3, of the by-laws, or Section 5, which you read to me. I do not know of any news which is served in violation of the Associated Press rules to the six papers which take the regular full news service. I do not know that of the six papers receiving the regular full news service of the Herald Tribune syndicate, The Chicago Sun is the only one not a member of The Associated Press. I have stated that I knew the Chicago Sun was not a member [fol. 2567] of The Associated Press. I do not know whether The Washington Post is. I do not know whether the other papers are members of Associated Press. I do not know whether any of the six papers on our list of regular news service have the United Press service. I do not know whether any of the six subscribers to our regular news service are subscribers to the INS service. As to whether those six papers which we have been discussing which receive full news service are the only papers that receive the full news service, we sell the same privilege to the

London Herald in London, England. Those six papers are the only papers in the North American continent that receive the regular full news service. During 1942 there were no changes on the list that I can remember, except the Boston Post dropped the service and we sold it to the Boston Globe. That was in 1942, or it could have been in 1941.

With reference to the statement in Mr. Davis' letter that special Saturday only news service is furnished to the Dayton News and the Miami News, I don't know exactly what that service is. It is furnished by the syndicate. They have their own leased wire; that is, the Miami News and Dayton News together; they are Cox papers, and we give them what we have for sale on Saturday night. We give them a schedule and they select what they want. We furnish them the same coverage on Saturday night, so far as the news is concerned, as is furnished to The Chicago Sun. It would be the same thing if they asked for it; it is what they ask for. Special service to the Cox papers is not selected by a man located in our office in New York. We send them a schedule of what we have that is salable to them, and they order what they want over their own wire. I do not know the exact hours that the leased wire is avail-[fol. 2568] able on Saturday, but they are very definite, and I think that it starts about six o'clock Saturday night and I do not know how long it runs; not to midnight. I do not know whether the Dayton News or the Miami News are members of Associated Press or whether they are members of the United Press. With reference to Exhibit 2, these papers are included in the list of full news service papers and in the weekly list. For the purpose of this list they are in the spot news list and the weekly list. It is not quite accurate to say that the spot news list includes papers who pay only on a special basis. The Chicago Sun pays on a flat basis and all of the six papers who receive our full news service, namely, the Buffalo News, the Cincinnati Enquirer, Washington Post, Boston Globe, Montreal Star and The Chicago Sun pay on a flat basis rather than on a special basis. The two Cox newspapers pay on a flat basis for the service they get. The Sunday advance news which was furnished to six papers, Denver Post, Seattle Times, St. Paul Pioneer Press, Oakland Tribune, Toledo Times and St. Louis Times-Star, would be included in this list. The two lists are not identical. During the

year that list may fluctuate in many ways. We may start sampling a newspaper, we *we* may say we will send it for a few weeks and see how you like it; and after we send it they may say they do not want it; it changes from week to week sometimes. The Philadelphia Inquirer, on the weekly list of Exhibit 2, gets a series of queries every night over its own wires stating what we have for sale that may interest them; that is every night in the week. That is why the Philadelphia Inquirer is included in the spot service list. As to what the Philadelphia Inquirer gets to warrant its being put in the weekly service, I do not believe it is in the weekly service now. I do not believe we send our mailed stuff to them. In some part of 1942 they may have been.

[fol. 2569] That is the list for 1942, our business for 1942. It does not include the service that we are now rendering. There is no character of weekly service other than the Sunday advance news which we furnish customers, except as indicated for the Dayton and Miami papers, which is not an advance news service. The list furnished Mr. Pfeiffer entitled weekly service, which includes 25 names, may have dwindled so far as the United States is concerned, at the present time to six, and it may not be so for the year. There may be the same fluctuation during this year that there was last year. The Sunday advance news that is furnished is in general feature news rather than spontaneous news. As to the business index furnished the Topeka Capitol, a business index is a regular box that we have in our Sunday paper that indicates fluctuation of business through the week, and they buy it, and that is all they buy.

I do not have a breakdown of the income received by the Herald Tribune during 1942 for the spot service as indicated on Mr. Pfeiffer's Exhibit 2. As to the letter which you show me of Mr. Davis, dated March 12, 1943, in which he says:

> "Of the total figure of $57,736.58 the only breakdown we can make is to divide that figure as follows: the sum of $9,032.58 represents the total income from the query service and the balance of $48,704. represents income from other news services."

I have no memory as to the amount of income to our syndicate from the query service. We do not have any books in our department. They are put through the corporation's

books. I have nothing but a list for the shipping department, and the men downstairs have a list of the newspapers to whom they have to send stuff. I am not indifferent as to the success or failure of the syndicate department. I [fol. 2570] would like it to be successful and if it gets to be unsuccessful I learn about it promptly. The query service is, generally speaking, synonymous to what is called in Exhibit 2 spot service. Some of that spot service might be stuff asked for. That would be query in reverse. Spot service in some cases includes queries both ways. In the list of spot service subscribers there is included everyone who is queried either way, anyone to whom we sold any material. The list is taken from the books. It is the list of subscribers who paid us money last year, regardless of who stimulated the inqury.

I do not know whether there is a clause similar to clause 8 in The Sun contract in the written contracts between the six particular news service customers and ourselves. Some of those contracts are sold that I have never seen. That clause was included in The Sun contract at the suggestion or insistence of our counsel. It is fair to say that in all contracts that we have negotiated for the full regular news service there has been included that clause or something similar to it. It is printed on the back of our ordinary contract form. We have a printed form of contract. I believe that is incorporated in all contracts in which the printed form is used; although maybe that is a feature contract and therefore does not apply to news; therefore a contract for news might have to be specifically written.

I am familiar with the Herald Tribune. On the editorial page in the column in the upper left hand corner there is what is known as the masthead. The following clause has been printed for a long time in the Herald Tribune; I am familiar with it only in a general way; I have seen it there:

> [fol. 2571] "The Associated Press is exclusively entitled to the use for republication of all news despatches credited to it or not otherwise credited in this paper and also the local news of spontaneous origin published herein. All rights of republication of all other matter herein also are reserved."

We assume that our editors don't permit our men to do anything to violate that. We do not consciously violate it. I

would not, if I were to speak about it, permit any of my employees to violate it. I do not think that I have spoken about it. I merchandise whatever the syndicate sells. I personally do, among others. I am in charge of sales and that includes not only features, comics and news but also permissible news and the spot news. I do not think I ever made any statement in any of my sales talks to actual or prospective customers that the New York Herald Tribune syndicate news service was of sufficient magnitude in its domestic coverage of spot news to supplement The Associated Press service.

Redirect examination.

By Mr. Pfeiffer:

All of the spot news and news of any character, all of the features and other articles and comics that are available for sale by the syndicate are available to all newspapers in the United States. The established practice is that where we sell all or part of our service to a newspaper in a given city that that part of our service which we sell to that particular newspaper is not thereafter during the life of our arrangement available to other newspapers in the same city. I do not mean that it is the established practice in the newspaper business that where a syndicate sells to one paper in a field that it does not sell to other papers in the same field. I mean if we sold a single feature to a newspaper that would not be sold. It is the established practice [fol. 2572] in the newspaper business in the United States that if you sell a feature to newspaper A of the city X you do not sell the same feature to newspaper B in city X. And the reason why we do not do that and why that is the practice is that we could not have any business otherwise. By that I mean that the value of it consists in the fact that only one newspaper in a given field has that particular feature.

With reference to Plaintiff's Exhibit 1 for identification, the Marshall Field contract, the pencil notations have been added. With reference to Plaintiff's Exhibit 2, the Marshall Field contract dated March 25, 1943, I am quite sure that the pencil notations on the first page have also been added since the execution of the contract. As to paragraph 6 of the contract dated October 15, 1941, and as to the first

sentence which reads, "This service is for the exclusive use of said Chicago Sun in the City of Chicago," I do not know whether that clause was inserted after negotiation with Mr. Marshall Field or his representative. This is a special contract and it gets away from our form because our form does not cover the detail of this type of contract, and I am not sure whether this was at their suggestion or was just written into the contract because it was a part of our standard form. The fact is that it is in the contract, and the exclusivity under that contract covers all the terms of the contract. At the time this contract was executed the New York Tribune syndicate was selling features or other of its services to Chicago papers. As a result of the making of this contract with Mr. Marshall Field the Herald Tribune terminated its arrangements with the Chicago Journal of Commerce. That was not the only Chicago arrangement which the Herald Tribune had at this time, October 15, 1941. We were selling daily cross-word puzzles to The [fol. 2573] Chicago Daily News and ran them with the News, and did not include them in our contract with The Sun. We were not selling to The Sun under this contract cross-word puzzles, and thereafter we continued to sell cross-word puzzles to the Chicago News. And as to every part of our service which was covered by this contract of October 15, 1941, with Field, we did cease to serve any other Chicago papers.

A similar provision as to the exclusivity is in the sixth paragraph of Plaintiff's Exhibit 2, the contract between the New York Tribune Inc. and The Chicago Sun of March 25, 1943.

(The first page of the Herald Tribune of April 15, 1943, was marked Defendants' Exhibit No. 3 for identification, April 15, 1943.)

It is correct that I said that I do not go out to sell the news service very strenuously. We know just about the number of newspapers that will be interested in our news service. We know the type of newspaper and the size of the city where such a sale could be made and it is pretty well cleaned up and there is not much sense in making a great effort to sell that service in other cities. It is available to any newspaper in the United States except where restricted by the publisher of the Herald Tribune and where restricted by

sales to other newspapers. The New York Herald Tribune will not permit me to sell features in New York State east of Buffalo. It will permit us to query spot news. It is a part of the policy of the Herald Tribune not to have its syndicate service sell the Herald Tribune features in the State of New York east of Buffalo where there are competing newspapers. In our circulation territory in the State, where there were old sales they are allowed to go on with the features, but I was restricted perhaps fifteen years ago [fol. 2574] in the sale of our features in New York State and Connecticut and New Jersey. I do not know what the practice is with newspapers in the United States where a particular newspaper has anything to sell in the way of news and features, that is, as to whether it does not sell in the area covered by the circulation of its paper. As a matter of common talk, we will say the Chicago Tribune did not sell its features in a very wide territory for a long time. I do not know about whether The Chicago Sun does not sell its own features in a considerable territory but I guess they do not sell it very much anyway. We do not sell, for instance, the Lippmann column to more than one paper in a particular city. That is because we know that we cannot. We could not sell it to anybody, to any paper, if that paper knew that we could sell it to some other paper in the same field.

As to the advertising material used by the syndicate, it is an intangible sort of a thing; usually we have from Walter Lippmann something we have already produced in a booklet, a circular, when we first put it on the market; thereafter we picked up from the New York Herald Tribune its promotion of its feature and have added it to our promotion and have sent it to a new customer in proof form with a suggestion for promotion. I do not think it would be very difficult to get together examples of that for you that we used for the year 1942. I think we could get it all out of our newspaper promotion department. We probably have a file on that. I will let you have that for the year 1942.

All of the city news which the Herald Tribune has available for sale is available to the subscribers to our full regular news service. It is merely hearsay that the Chicago Tribune is not selling their features or news written by their reporters to papers that compete with them in the states [fol. 2575] where they have the largest part of their circulation. That is the reason why the Herald Tribune does not

sell its features to papers east of Buffalo; they want to protect their circulation in that territory. The New York Herald Tribune does not want competing papers having a Walter Lippmann or Sullivan; I would like to sell it to them but they won't let me. I would like to sell it because I want to make a showing, but maybe the circulation department will object.

As to paragraph 7 of Plaintiff's Exhibit 2, which reads:

> "The Chicago Sun shall have the right to query and receive information from the syndicate on news stories of special interest to Chicago from whatever points the New York Tribune, Incorporated, maintains news facilities."

I would not say that this means that The Chicago Sun can call upon us or the New York Herald Tribune to get them information concerning stories that they think are of special interest to Chicago, from any place where we have these 131 string men. My feeling about that is that it is from any of our regular established news centers. The original contract calls for $600 a week and this one $500. I would consider them a good customer. If they called upon us for something that they thought was of special interest to Chicago at a place in Maine, where we do not have a bureau, we would try to get it for them. As to whether we ever turned down any request of that kind, I doubt if we ever had any request, but we would not turn it down.

The second supplemental contract, the one marked Plaintiff's Exhibit 2, the one dated March 25, 1943, was signed by Mr. Evans. I conducted the negotiations with him. I conducted the negotiations on the first contract but not on the second contract. I talked with a salesman in Chicago on the second contract. The salesman was not talking with [fol. 2576] Mr. Evans. He was talking to the present managing editor of the paper and with the head of their feature department. I think Mr. Akers is the present managing editor of the paper.

By Mr. Kirkland:

My assistant did not tell me that they had told him that they had complained to the Department of Justice about the fact that The Associated Press would only sell to their members, that they would not sell to Mr. Field or the Sun. They

did not object to this exclusive feature being in there; they did not sign it. Where it says, "This service is for the exclusive use of The Chicago Sun in the City of Chicago," that meant that all other papers were out. Our features, with one or two exceptions, are news and comics. I knew that without that in there The Chicago Sun would not have accepted the contract.

Recross-examination.

By Mr. Rugg:

This exclusivity feature which was incorporated in paragraph 6 of the Sun contract is in substance in our printed form of contract.

(Page 26 of the New York Herald Tribune of April 15, 1943, was marked Plaintiff's Exhibit No. 3 for identification, April 15, 1943.)

[fol. 2576a] Reuters

[fol. 2577] US v. AP

ABSTRACT

Deposition of Donald Kimpton Rogers

Reuters, Limited

New York, April 16, 1943

Direct examination.

By Mr. Pfeiffer:

I am associated with Reuters, Limited, in the City of New York. I am manager of Reuters New York office. I have been manager two years. I have been with the New York office of Reuters since January, 1934. I have been in the United States practically all of the time since January, 1934. I have been back three times; the last time I was back was in August, 1939, in London. Reuters, Limited, is a world news agency. It was founded 1850 in London. It has correspondents in every civilized country in the world; it has had for many years, probably more than 50 years. I cannot tell you the date when Reuters New York office was estab-

lished, but Reuters had correspondents in New York in 1865 because in 1865 we had a two week beat of the news of Lincoln's assassination, in London, which caused quite a turmoil at the time. The Reuters correspondent had got the news and chased after the mail boat that was in the New York Harbor, threw a sack on board to the purser, and there was no other boat for two weeks so we had a beat of two weeks on Lincoln's assassination.

Reuters, Limited, has a contract presently in existence with The Associated Press. I am familiar with the basic principle of the contract. I have read it. Mr. W. J. Haley is a director of Reuters, Limited. He was a director on June 24, 1942, and has continuouly since been a director. The document you show me is a duplicate original of the contract between Associated Press and Reuters, Limited, of June 24, 1942.

[fol. 2578] (Duplicate original of contract between The Associated Press and Reuters, Limited, dated June 24, 1942, was marked Defendants' Exhibit No. 4 for identification, April 16, 1943.)

Attached to the contract marked Defendants' Exhibit 4 for identification are three sheets, the heading of the first of which is "Heads of agreement," which purports to be signed with the initials of Mr. Kent Cooper and Mr. W. J. Haley. Those three sheets are duplicate originals of an agreement between Associated Press and Reuters, Limited, on June 24, 1942.

(Duplicate original of agreement between The Associated Press and Reuters, Limited, dated June 24, 1942, was marked Defendants' Exhibit No. 5 for identification, April 16, 1943.)

The paper which you show me is the original of a letter from Reuters signed by Mr. W. J. Haley, dated December 16, 1942, to Mr. Kent Cooper of The Associated Press. The carbon copy of a letter which you show me from Mr. Kent Cooper to Mr. W. J. Haley, dated December 22, 1942, is a correct copy.

(Letter dated December 16, 1942, from Reuters, signed by Mr. W. J. Haley, to Mr. Kent Cooper of AP, was marked Defendants' Exhibit No. 6-A for identification, April 16, 1943.)

(Carbon copy of letter from Mr. Kent Cooper to Mr. W. J. Haley dated December 22, 1942, was marked Defendants' Exhibit No. 6-B for identification, April 16, 1943.)

The New York office of Reuters, Limited, is chiefly concerned with the selection and collection of American news for cabling to Reuters' head office, London. Reuters has correspondents and reporters and string men in practically [fol. 2579] every important center in the United States; and in Washington we have a bureau. Reuters has three men in its Washington bureau at the moment. Reuters has 22 employees in New York, including all employees, operators and so on.

We have leased wires in the United States, wires leased from the A T & T for the supplying of foreign news service to subscribers in the United States. The New York office of Reuters receives news by wire and otherwise from London. We send American news to London from the New York office and we receive world news from the London office here in the New York office. That is a daily operation; it is continuous from 8 A. M. to midnight eastern war time on week days, and 1 P. M. to midnight on Sundays. The service is every day in the year. We receive news reports from London on teletype machines in New York. The Reuters news report of the world is transmitted to this country by radio. The reception is performed for us by an independent concern, on a fee basis, at Ridge Boulevard, Brooklyn. The news report is put on a wire in Brooklyn and transmitted to teletype machines in the Reuters New York office; so that except for the wire transmission between Brooklyn and Manhattan it is a radio transmission. The transmission of news from the United States to the Reuters London office is by cable.

We have arrangements with American newspapers under which we sell the Reuters news report in whole or in part to them. We do not maintain regularly any salesman or promotion man to effect sales of the Reuters news report, and we have not put on any promotion campaign in recent years for that purpose. At the present time the American newspapers that subscribe to the Reuters news service from the New York office are the New York Times; PM, an [fol. 2580] evening paper in the City of New York; Nowyswait, New York City, one of the largest Polish language dailies in the United States; The Jewish Day, New York

City; The Daily News, Philadelphia; Times-Herald, Washington; The Chicago Sun; Denni Hlasatel, Chicago, one of the big Czech language newspapers. That is a total of eight newspapers.

We also supply Reuters news service from the New York office to American radio stations. They are Philadelphia, KYW; Cincinnati, WLW; St. Louis, KWK; WKAT, Miami Beach, Florida, an air-mail service. That takes care of the current subscribers. In 1942 we did not serve any additional American newspapers, but two additional American radio stations, KDK, Pittsburgh, and WAIT, Chicago. Reuters news service is available to all American newspapers and to all American radio stations. It is correct to say that there are no restrictions of any kind by any contract Reuters has that in any way limits it from supplying its news service to anybody who wants it.

By Mr. Kirkland:

Reuters has correspondents or representatives with the Free French and American armies in Africa; with the army in China, in Chungking; in Russia. They have representatives with the British Fleet, the American Fleet in the Southwest Pacific. Reuters is prepared, both on land and sea, now and has been since the war started to furnish complete war news from the different battle fronts.

(Discussion re Defendants' Exhibits 4, 5, 6-A and 6-B; copies are to be substituted for original documents which have been marked.)

[fol. 2581] Reuters has men in Australia and in South America; they have men practically everywhere.

Cross-examination.

By Mr. Rugg:

So far as the management of the American office of Reuters is concerned we have endeavored to observe that commitment which you read, under paragraph 7 of Exhibit 4, the basic contract now in existence between Reuters, Limited, and The Associated Press:

> "All news exchanged hereunder shall be sent directly to the principal office of the party receiving such news for use and distribution, and in no event shall such

news be made available at any time to a competitor of the party furnishing it. The term competitor as used herein shall mean any person, firm or corporation engaged in the business of furnishing or selling news to others for publication in newspapers or for use in radio broadcasts in competition in its home territory with the party making the news available hereunder."

We do sell Reuters news in America to a news agency other than The Associated Press; we sell to Transradio Press, which is a news agency. Other than Transradio Press, Reuters sells news to no other news agency in the United States. We sell to Transradio Press only the United States news obtained from a Reuters source. The news that we get from The Associated Press is not sold to Transradio Press; and in effect no United States news is sold to Transradio because Reuters' files on the United States are obtained largely from The Associated Press. The news sold to Transradio Press is the incoming world service as supplied identically to the other subscribers in the United States, the papers and radio stations. We do not supply The Associated Press in the United States; The Associated Press gets a full Reuters report in London. But the service we supply to Transradio is the foreign news service similar to that which we supply to other subscribers [fol. 2582] in the United States. We deliver to The Associated Press our world news in London, rather than in New York. We deliver nothing to The Associated Press in New York and they deliver nothing to us in London; they make their full service available to Reuters in New York and we make it available to them in London; what we send and what they send is up to the respective staffs. We do not sell any news service, as distinguished from a particular newspaper, in this country. We do not sell United Press in this country. We do not sell INS in this country. Under the contract, Exhibit 4, The Associated Press gets our entire service in London.

I stated that we have twenty-two employees in New York; that is currently. During 1942 Reuters, Limited, had twenty-seven full time employees in the United States and one part time. The employees of the New York bureau were about twenty-two in 1942, as they are currently. The Washington staff has been reduced somewhat by the Draft in the last few months. In 1942 Reuters had no full time em-

ployees other than in Washington and New York. The total compensation paid by Reuters for these full time employees and part time employee in 1942 was $75,936.06; that includes $34.70 part time, and excludes termination pay.

I should say we have about fifty string correspondents in the United States. I do not have at hand the aggregate amount paid in 1942 to the string correspondents. It was considerably less than the amount paid to employees.

There were fourteen regular subscribers to Reuters foreign news service in the United States in 1942, other than daily papers; there being eight daily papers, that would be twenty-two in all. The total revenue received by Reuters in 1942 from the subscribers, other than the eight newspapers, was $23,098.02. The total revenue received from [fol. 2583] newspapers in 1942 in America, the United States, was $11,583.63. The sum of those two figures was the total income received by Reuters for the sale of news or news service in America.

All of the news service that we sold in America in 1942 was delivered, with the exception of the Miami arrangement, through A T & T wires. The total amount paid by us to the A T & T for all those circuits in 1942 was $20,368.26. With the exception of those subscribers outside New York, Philadelphia and Washington the wire service rendered the subscribers in America was from 8 A. M. to midnight, eastern war time, on week days, and 1 P. M. to midnight Sundays. To the subscribers outside those three cities the hours of service were 4 P. M. to midnight, eastern war time, daily, seven days a week.

We do not have a standard form of contract for the sale of news to newspapers in this country. That is my signature that you show me on the photostatic copy of a letter dated March 14, 1942, signed by me and directed to the managing head of The Chicago Sun. That is the physical evidence of the contractual relations between The Chicago Sun and Reuters and that is the contract now in force.

(Copy of letter dated March 14, 1942, from Mr. Rogers to the managing head of The Chicago Sun was marked Plaintiff's Exhibit No. 4 for identification, April 16, 1943.)

This is a non-exclusive contract. In fact we sell the same service that The Chicago Sun gets to the Czech paper in Chicago; and in 1942 the radio station WAIT too. The

service that all three of those subscribers got was identical. This service is terminable by either party upon 30 days' notice in writing. All our arrangements for the sale of service to either radio stations or newspapers, other than The Associated Press, in this country are terminable on 30 [fol. 2584] days' notice. The service we sell The Chicago Sun and the other two subscribers in Chicago is limited to Reuters foreign news service; there is no domestic American news included. We do not sell domestic American news to anyone in this country.

To the best of my knowledge, it was June, 1941, when we started to sell our service to individuals or companies in America other than AP. At that time the contract of 1934 was still in force; this new contract was not signed until October. It was not until 1941 that we started selling subscribers other than AP in the United States. There is no prohibition in the 1934 contract against it.

By Mr. Rugg:

I do not know whether any of the eight newspaper subscribers of Reuters in this country, other than the New York Times, are members of The Associated Press. Reuters has been in operation for about ninety years, since 1850. Reuters is now owned entirely by British Press; it had a reorganization in the autumn of 1941. That reorganization was not under auspices of the government in England. Since the reorganization the directors, six in all, are now composed of two groups; three are representatives of the Newspaper Proprietors' Association; and three are representatives of the Press Association, which is a group of all the provincial papers. I have no connection with the Press Association, but I think most of the provincial papers are members of the Press Association. And the Newspaper Proprietors' Association is composed of the London papers. To the best of my knowledge, all the London papers are members of the Newspaper Proprietors' Association.

[fol. 2585] Under the contract with The Sun, Plaintiff's Exhibit 4, Reuters delivers that service in Chicago. We pay the line charges. As to whether we deliver that service west of Chicago, I am not quite sure whether St. Louis is west of Chicago or not. St. Louis and Chicago are the farthest points west. News that we gather, either through our bureaus in this country or from our string correspond-

ents, is not available and not sold by us to any subscriber in this country; that is very definite. An occasional item may slip through, coming back from London, but the service we sell is a foreign news service; the service we sell in the United States is a foreign news service. All that we sell in the United States comes from London.

Redirect examination.

By Mr. Pfeiffer:

So far as I know, there is no contractual relation which prohibits Reuters from selling to American newspapers American news collected by Reuters correspondents in the United States. If any American newspaper wished to publish the American news collected by Reuters, to furnish it to any body in the world, including American newspapers, radio stations and other news stations, Reuters is at entire liberty. As to whether UP or INS subscribe to the Reuters service in London or anywhere else, I believe that they do take a Reuters service in London. The United Press takes the Press Association service in London, not Reuters service. I do not know whether the Reuters service is avaliable to the United Press. I do not know, offhand, of any contractual relation of The Associated Press that Reuters has which prohibits Reuters from selling its news service to the United Press. It is sold to the INS in London.

[fol. 2586] By Mr. Kirkland:

I don't know whether INS distributes it here to their own customers. These arrangements are all several years standing, and they were arranged in London and I have just the sketchiest information about them.

As to whether the letter marked Plaintiff's Exhibit 4 for identification, dated March 14th, was meant to be non-exclusive as far as English speaking newspapers are concerned—to be exclusive as far as English speaking newspapers in Chicago were concerned,—the problem never came up. As to why Reuters expressly reserves the right to sell the radio station in Chicago and does not expressly reserve the right in this letter to sell to any other English speaking newspaper in Chicago, there is no other English language paper in Chicago to sell to, this presumably being a supplementary service, an eight hour service. As to

whether, in view of our contract, Reuters would not make a contract with the Chicago Tribune to sell this service to them without first taking it up with The Chicago Sun, we would get all the business we could, make the best arrangement we could. It is subject to 30 days' notice of termination. We have no intention of serving the 30 day notice at this time. As to whether we would not make a contract with The Chicago Sun without either serving the 30 day notice of cancellation or first taking it up with The Chicago Sun,—we would feel as a courtesy that we would take the matter up with The Chicago Sun, just as ordinary business practice. When Reuters wrote this letter we never expected to get any other English language newspaper.

As to who owned WAIT when it was in existence, I have never even seen them. I do not know whether it was controlled by the Field interests, down at Hammond, Indiana. We sent their news to them at just WAIT staff in Chicago, Michigan Boulevard. We merely got the order from them and had the address. I do not know who signed the order. [fol. 2587] Reuters got it after it had The Sun. Reuters does not serve WAIT now; they discontinued in January of this year. I do not know whether they closed down. They said they had lost their sponsor, and therefore, owing to the drop in revenue, they could not carry on the service, but they might consider it at a lower price.

As to whether by this letter we really considered that The Sun was to have the exclusive right to Reuters' service, my feeling was that there was no other English language paper that we could sell it to, because the Tribune has such a great foreign news service of its own and so has The News, and it did not seem to be important whether it was sold to The Sun exclusively or not.

The contract with Mr. Patterson in Washington, of The Times-Herald, which you speak of, is just an exchange of letters; also with Mr. DeWitt I think of the Times-Herald. I don't know if it is today. He has no exclusive right to the Reuters service in Washington, but they are the only Washington paper that gets it. I think we did, at the time we were trying to get a subscriber in Washington in 1941, approach other English speaking papers in Washington. But since Reuters made the arrangement with her we have made no effort to sell to any other English speaking newspaper in Washington. And since Reuters made the ar-

rangement with The Chicago Sun we have made no effort to sell to any other English speaking newspaper in Chicago, to the best of my recollection.

As to whether The Chicago Times has a foreign service of its own, I do not know The Chicago Times.

[fol. 2588] By Mr. Pfeiffer:

I do not know what the Allied Newspaper Syndicate or Newspaper Service in Great Britain is. I do not know anything of the arrangement whereby The Chicago Sun syndicate, a news syndicate, has that Allied Newspaper Service in Great Britain for a news service. I have no knowledge of a news service supplied by The Chicago Sun syndicate to certain British newspapers.

By Mr. Rugg:

The New York Times is an English language newspaper. It is published in New York City. And PM is an English language newspaper and published in New York City. We sell both of them. The Jewish Day is not an English language paper. We sold the Times in New York before we sold PM. I think the Times took the service in 1942 and PM started sometime after that. There was nothing in the Times contract relative to exclusivity of our service in New York City, and there was no exclusivity clause in the PM contract. When we sold PM we did not confer with the Times about the propriety of taking PM as a subscriber. We just sold them.

The service that we deliver to the Times and the other American newspapers in this country does not include everything that is delivered by Reuters in London to The Associated Press. The Associated Press in London receives the full Reuters report. We only operate from 8 A. M. to midnight, so we will receive a partial report. The Associated Press may get more but it gets all that we sell here. Naturally editors writing without specific requirements in mind might enlarge upon some item or get additional background, etc. But as you have seen from the AP-Reuters agreement they have full access to Reuters [fol. 2589] service in London. AP has full access to everything that is sent to this country for sale by us to American papers here. I have explained some differences that may occur. The news we got here is somewhat edited or cur-

tailed. It may be expanded in certain categories; but expanded from the same basic sources that are available to AP in London. It would be an editorial expansion rather than a source expansion.

By Mr. Kirkland:

We began serving PM after we began serving The Chicago Sun. It is owned by Mr. Field, who is the owner of The Chicago Sun. He was not the owner of PM at the beginning. We served the Times in 1942. We started serving PM after we started serving The Sun. I cannot remember the date. I can find out for you. I can pick up the phone and ask the accountant.

(The witness telephoned to his office.)

PM started in March, 1942. The Chicago Sun started December 1942. The New York Times started August, 1941. PM is an evening paper. We did not have a written contract with PM or with the New York Times. There was merely an exchange of letters. I recollect the Times' one. It was just a letter from the managing editor saying, "This confirms that we will take Reuters' service, subject to one month notice of termination effective" so and so. No other clause, just one paragraph.

I do not know the circulation of the Czech paper in Chicago and I have no means of ascertaining the circulation. In the other cities where we sell Reuters' service to newspapers we do not have more than one customer in each town, that is, English language papers.

[fol. 2590] By Mr. Rugg:

Our New York office is primarily engaged in the sifting and editing of the AP news delivered to us here for transmission to London. We get their full service. And what we want is what we think is important from the world standpoint. The American subscribers on the 8 A. M. to midnight get an average of 16,000 words a day; those on the 4 P. M. to midnight get around somewhere between seven and nine thousand a day.

[Stipulation entered into that the signing of examination before trial by Mr. Rogers be waived, which was agreed to by Mr. Rogers.]

[fol. 2590a] N. Y. Times

[fol. 2591] ABSTRACT

Deposition of Edwin L. James

New York Times

New York, April 20, 1943

Direct examination.

By Mr. Pfeiffer:

I have been managing editor of the New York Times since April, 1932. I have been in the newspaper business 33 years. I have been with the New York Times since January 1, 1915. My experience in the newspaper field includes many years as European manager for the New York Times.

The average daily circulation of the Times for January, 1943, was 423,488; for February, 1943, 427,410; for March, 1943, 430,632. The average Sunday circulation for January, 1943, was 842,145; for February, 1943, 855,710; for March, 1943, 857,263. These were net paid figures.

New York Times has been a member of AP since 1886 and a subscriber to UP since 1939. When AP in 1935 ended its exclusive arrangement with Reuters, the New York Times took the Reuters service. It also took the service of the Standard News which collected news from the New York suburban area; also from the North American Newspaper Alliance, an association of 51 papers which covers routine news and feature articles; also from Aneta Dutch Agency, now run from London; also from the Overseas News Agency which is the successor to the Jewish Telegraph Agency; also from the Religious News Service; also from the Swiss Telegraphic Agency.

[fol. 2592] I have made a compilation showing the volume of AP and of UP material used in New York Times in comparison with the total news material including pictures. In the Sunday paper much of the material was peculiarly Times material in which no agency would by the nature of things appear. I therefore excluded from my compilation

material except the main news section, the financial section and the sports section. The compilation is as follows:

		AP News	AP Pics	UP	Total News
Monday	3/22/43	12	7	9	168
Tuesday	23	16	7	6	171
Wednesday	24	16½	3	4	178
Thursday	25	20	5½	6	185
Friday	26	17	5½	6	170
Saturday	27	12	5¼	6	173
Sunday	28	18	10¼	6½	175
		111½*	43½	43½	1220

* In addition there is an average of 15 columns daily and Sunday for stock market quotations (total 105 columns) supplied by the AP to several New York papers as a Special Service paid for separately from its regular service.

For Monday, March 22, the total news and pictures from AP and UP was 28 columns out of 168. The 140 columns remaining world be practically entirely news provided by the New York Times' own staff.

A year ago the City News Association was disbanded and AP set up a local news service which is paid for by the [fol. 2593] New York papers. The most valuable part of that service was the tip service. At 9 o'clock in the morning the city editor was given a list of 20 things going on that day which the Times would cover itself if important enough and the rest would be left to the AP local service. Ninety-five per cent of the news of the Times was neither AP nor UP. The week of March 22, 1943, was a typical week.

The cost to the New York Times for the year 1942 for salaries for collecting domestic news was $1,531,166.75. In addition it paid $34,471.40 to string people and $120,812.26 allocated to local and domestic expense which included largely traveling expenses. It also expended $59,210.45 for domestic telegraph dispatches. The total expense for the collection of domestic news was $1,745,660.86. There might be some overlapping in the figures because a large part paid to AP and UP would be also for domestic news.

The New York Times in 1942 made the following expenditures for the collection of foreign news:

Salaries	$195,798.73
Space payments and miscellaneous news services	40,354.30
Expenses	170,889.26
Radio department—that is receiving radio, salaries and expenses	10,878.65
Cables, wireless and transoceanic telephone	213,862.07
Total	$611,783.01

[fol. 2594] The item for space payments includes payments to string men in foreign countries and payments for special articles by men not on the Times staff.

The breakdown of the expenditures of the Times in 1942 for wire services is as follows:

The Associated Press, news as distinguished from photographs (This figure includes payment for financial tables but only a small amount for the cost of the local AP services because this did not get in to operation until near the end of 1942.)	$ 86,297.33
Associated Press, photographic (Includes wire services for about forty thousand dollars odd.)	56,933.22
United Press	28,134.37
North American Newspaper Alliance	26,024.19
Standard News Association	12,775.00
The Institute of Public Opinion, that is the Gallup poll	3,250.08
New York City News	14,017.25
Miscellaneous	5,044.94
Total	$232,476.38

The expenses of the Times in 1942 for photographs, exclusive of the amounts paid for that service to AP are:

Domestic Salaries	$ 71,426.83
Photographs (purchased from other agencies)	56,837.22
Domestic expense	20,842.49
Foreign salaries and expense	9,769.69
Total	$158,876.23

[fol. 2595] The 1942 expenses of the Times for Sunday department are as follows:

Salaries	$168,473.58
Articles	130,988.32
Expenses	9,603.82
Communications	11,502.55
Foreign expense	615.50
Total	$321,183.77

The total expenditures by the Times in 1942 for the collection of news is $3,069,980,25. This figure does not include salaries for executives, social security taxes, life and compensation insurance, telephone charges (exclusive of tolls), cost of syndicate department ($57,528.00).

The Times employs 452 people to collect the local news in New York City. This figure includes not only the City Room but radio news, drama, screen, sports and financial. The Times employs 24 persons in the collecting of news in Washington. In the United States in addition it employs 427 in the collecting of news, a large proportion of which are string men which are employed in the largest communities. The New York Times also has access to the Baltimore Sun News Bureau which supplies the state news of Maryland. It receives news service of the Philadelphia Inquirer which collects the local news of the eastern half of Pennsylvania, including the capital. It also receives the news of the Chicago News Bureau which delivers local news of the City of Chicago. It receives the service of the Chi-[fol. 2596] cago Tribune News Bureau which has an extensive news organization west of the Mississippi. Under its contract with the Chicago Tribune it has the right to any Chicago Tribune foreign news which it would like to use. It receives the news of the Los Angeles Times Bureau which supplies the news of Southern California, and it receives the news of the San Francisco News Bureau which supplies the local news of the Pacific Coast from San Francisco to the Canadian border. This news is turned over to the San Francisco Bureau of the New York Times.

The New York Times has correspondents throughout the country. A proportion of the total news in the New York Times which is domestic news of the United States, excluding local and Washington news and also foreign and

sport news during the war period is about 10 to 12 per cent and before the war period about 20 per cent.

New York Times employs 63 foreign correspondents, including those regularly employed and string men. The string men serving foreign news had exclusive arrangements with the Times. The Times receives about 450,000 words at night in foreign news and prints about 150,000. There is no difficulty in obtaining the services of string men in either the United States or in foreign countries. But the best string men in this country may be limited in number. No one could be stupid enough to make a contract with a city editor of a newspaper without getting the permission of his newspaper to the contract. (See p. 259 of the examination.) The Times prefers to use the stories of its own men unless an AP or UP story is outstanding, or unless we like it better than our own story.

Sometimes an AP story comes through first, sometimes a UP and sometimes our own story comes through first. We try to benefit from the breaks which each receives.

[fol. 2597] At the outbreak of the war in September, 1939, the Times had 69 foreign correspondents. This was the approximate figure during the period from 1933 to 1939. This figure was somewhat disturbed when Hitler took over the Ullstein Agency of Germany which the New York Times had used for news from Germany and the Balkans.

New York Times has correspondents in the following towns: Moscow; Ankara; Cairo, Stockholm; Rio de Janeiro, Lima, Santiago, Bogota, Caracas, Colon, South America; New Guinea; Bermuda; Mexico City; India; Havana; Kingston, Jamaica; Jerusalem; Sydney, Australia; Lisbon, Portugal; Dublin; Gibraltar; Chungking; Wellington, New Zealand; Honolulu, Ottawa, Canada; Toronto, Montreal, Winnipeg, Halifax, Vancouver. Immediately before the outbreak of the war in 1939 the New York Times had correspondents in Paris; Madrid; Rome; Berlin; Tokio; Vienna; Manila; Prague; Amsterdam and The Hague in Holland; Budapest; Brussels; Copenhagen, and in Greenland and Iceland through Copenhagen.

It has news arrangements with Reuters, the Swiss Telegraphic Agency, and Aneta Dutcy Agency. Before the outbreak of the war it had arrangements with German DNB (Dutsches Nachrichten Buro), with the Domei Agency, a

Jap news agency, with Havas in France, and Tass in Russia.

Times has no technical arrangements with foreign newspapers but "untechnically" it has arrangements with the Times, of London. It buys the service of the Times of London which has a world wide service. This news is available at the New York Times London Bureau. It also receives news from the Montreal Gazette. The New York [fol. 2598] Times also has a news arrangement with the Boston Herald. The Montreal Gazette does not have a similar arrangement with any other American paper. The New York Times had had an arrangement with Asahi, a Tokio paper, and with the Petit Parisian in Paris. This latter paper was used to obtain news from the provinces of France.

Times has 6 men assigned to the Armed Forces of the United States and foreign Armed Forces. There are 8 correspondents of the Times in London. AP, UP and INS also have correspondents accredited to the Army and Navy.

Other papers than New York Times also have correspondents so accredited. Some of these are The Chicago Daily News, The Chicago Tribune, Baltimore Sun, New York Sun, New York Herald Tribune, World Telegram, New York News. The papers mentioned are those which I happen to recall now; Editor and Publisher has the full list. The radio people and the picture outfits also have correspondents.

The Signal Corps set up a circuit in North Africa which was good until it got flooded. It was not available to all correspondents but was available in theory to those who wanted to publish a story the next morning. It was not permitted to use them for a feature story. It was available to UP, AP and INS for spot news.

On April 18th they set up the Mackay Service with the FTT. The 1942 total expenditures of the New York Times for newsphotos other than the AP was $158,876.23. Practically $100,000 of that was spent in making photos by the New York Times and $56,000 is purchasing outside photos. [fol. 2599] The AP picture service has been developed to a point where it is really an AP wire photo service. The International Newsphotos, the Hearst outfit, are in the office every day trying to sell pictures and it is a good service. There are in New York I suppose twenty serious

picture organizations. There is the British combine, the Black Star, International, Sovfoto. They change their names all the time. Many of them obtain their pictures through underground methods. Before they come in with these pictures they go first to Life because they pay the biggest money. They come to AP too. They sell them just like potatoes. This last statement applies to the commercial ones and not to those like the British combine. I will obtain a list for you.

Since we took the AP wire service we have not used our own wire photo transmission machines. The Times did develop its own wire transmission machines.

You have to rent the wire by the year but we had something where they put a small induction coil on the telephone box and they could call you up no matter where you were and you would switch on your machine and the picture went along. It took seven minutes. When that was over you paid for two or three telephone calls instead of renting the wire all day. We do not use this method. I do not know who uses it.

We have a bureau in London with seventeen employees including secretaries. We have one at Berne with five employees, Chicago with two employees, San Francisco with one employe, Philadelphia with two employees and [fol. 2600] Atlanta with one employee.

The Times has a syndicate service, a limited service. We place at the disposal of eleven newspapers the proofs at night and also because of the long delay the carbon copies of cable stories. These are placed at the disposal of the correspondents of these newspapers. In addition to which we have three or four papers for which we file.

We have arrangements with various American newspapers and some foreign newspapers whereby the news report which is available to the New York Times is available to these American and foreign papers which subscribe to our syndicate service. There is no very great effort made to sell the service. We have no one on the road. They write in and ask us a price. We give him a price and he takes it or leaves it. We have ten or twelve newspapers which are taking such service. We sell a complete service, not pieces of it and do not put out pony service. You could make money with a limited service. Many papers reach a saturation point quickly.

The following is a list of the subscribers to the New York Times Syndicate Service and the amounts they paid to the New York Times in 1942:

Baltimore Sun (which quit during the year)	$ 7,085.72
Boston Herald	15,600.00
Buffalo Courier	11,350.77
Chicago Journal	1,221.43
Chicago Tribune	26,600.00
[fol. 2601] Chicago Tribune—New York News Syndicate	15,471.67
Milwaukee Journal	12,220.00
Philadelphia Record	15,440.17
St. Louis Globe Democrat	13,000.00
Washington Post	753.04
Australian Papers	5,720.00
La Nacion	2,400.00
El Universal	3,120.00

La Nacion is published in Buenos Aires. El Universal is published in Mexico City. The total received by the New York Times syndicate service is $130,102.80.

The New York Times arrangement with the Boston Herald is that they take our service here and pay us $15,000 and maintain a correspondent here and a leased wire. They operated the Boston Herald News Bureau up until January of last year when they announced it was dead but it still hangs on a bit. We asked them to cover things for us in different places in New England where we do not have a correspondent. They do it, send us a bill and we pay it. They have taken the New York Times foreign service since the last war.

The arrangement with the Chicago Tribune is that they pay us $500.00 weekly for the news service as a basic payment and 80 per cent of all additional revenues in excess of $250 per week obtained by the Tribune west of the Mississippi as a result of this agreement. The Chicago Tribune-New York News Syndicate is the same thing.

[fol. 2602] The payment of $26,600 by the Chicago Tribune is for their use of our material. The payment of $15,471.67 has to do with the syndication of our material. The reason for the name syndicate is because the Tribune supplies certain material to the New York Daily News and we would not allow the Tribune to send back to New York the story they got from us. All of the Times routine news

except the Sunday features and the editorial columns is available to these newspaper subscribers.

The wordage available is 75 to 80 thousand words a night. A majority of the newspapers have representatives at the Times office in New York. There is a long line of hooks and the correspondent sends his boy there and cleans the hook off every five or ten minutes and he looks it over and sends what he thinks is needed. Some of them send a query to the editor and the editor will tell them what he wants.

The correspondent of each paper is doing in New York exactly the same thing as our London correspondent does with a mass of stuff. There are about ten of these correspondents of subscribing papers located physically in the New York Times New York office. There is a great variance in the number of words sent by these correspondents to their home papers from the New York Times news reports. The Chicago Tribune sends about 30,000 words daily. The Philadelphia Record sends 15,000 to 20,000 words a day, the Boston Herald about 15,000 words, the Buffalo Courier Journal 15,000 words, the Milwaukee Journal 4,000 words, the St. Louis Globe Democrat 4,000, La [fol. 2603] Nacion 3,000 words, the Australian papers 1,000 words. The Chicago Tribune has an additional 5,000 words for the syndicate.

The Australians have five or six rooms in New York in the Times Building. They have a staff of twelve men which they moved from London. Most of their material is written by them and when rewritten it is not entirely New York Times material.

The New York Times could publish the kind of a paper it is publishing now without AP and without UP. It would not be as complete. It could publish a newspaper, a fairly good one.

The Evening Standard of London also takes our news service. It is in the same category as La Nacion but not in the category of the London Times. We buy from the London Times but do not buy from the Evening Standard.

The Evening Standard is an evening paper, a tabloid in London.

Cross-examination.

By Mr. Rugg:

It is difficult to say how long the Times has been operating foreign bureaus. Preceding 1914 we had a bureau in London.

and one in Paris. I spent 50 per cent of my time from 1919 until 1925 organizing the European service. Prior to the time I started on that endeavor the European service the Times was maintaining was not comparable to the service it is now maintaining except that the Times maintains an extensive war service. During the World War a good part of the prominence of the Times after the war was due to its coverage of that war and that is where Mr. Ochs got his appetite for foreign news. We published more about the [fol. 2604] war in 1914 to 1918 than any other paper over here.

It takes a considerable length of time to develop the kind of service that New York Times maintains. It would take more time abroad than here. Abroad it is a case of trial and error.

We were still adding bureaus up to 1924. It was not like Kent Cooper's organization. If they were going to do what the Times was starting out to do they would send twenty people to do it and it might be done quickly. Mr. Ochs was by no means certain about this thing. He asked me what it would cost. I gave him a figure. He said go ahead and try it. We first had two men in Paris, then four men. In London we had two and made it five. We had a man in Berlin and rented an office there. This thing could have been done quicker. It would take a long time to go all around. It involves a substantial amount to establish a European service. Everybody is apt to charge the Americans.

The Wall Street Big Board, Wall Street Curb and Wall Street Bond Market have tickers in a room about the size of this. They ran along a long table and various fellows took down the stocks which interested them. We would have on the Big Board fellows working from A to H and one from H to Z and they would make up these tables. These sheets of paper when completed would be sent to the composing room and set up. It took sixteen statisticians to do the job.

Kent Cooper said one day he did not see why the Herald Tribune or Times did not have AP do it; AP had to do two-thirds of the work anyway. They could add a few more statisticians, say ten, then save a few thousand dollars and so they did. We have still got the tickers in the office for [fol. 2605] other purposes. If we could get the statisticians we could resume that in twelve hours. That is not a part of the regular AP service. It is paid for separately. We

are entitled to get from AP the regular financial columns but we don't take it. We do not want it.

We show a range for the year, the high and low bid and at the end the closing bid, asked bid and net changes. We would not be on the AP wire and it would not serve our purpose. No New York papers use the regular AP tables—Oh, the News and Mirror might, tabloids. The Sun makes its own, The World Telegram makes its own, the Wall Street Journal makes its own. We do not sell the financial tables as part of our service to any of our correspondent papers. No one wants them. Outside of New York the AP tables are sufficient in the judgment of the editors of the papers. Our tables are more complete than those the AP sends out of town. The AP tables which are sent out of town give the opening and closing prices and the net change but they do not give the range for the year, the closing bid and asked price. The Baltimore Sun sets its table in one column and we set ours in a column and a half. There are two lines of figures more. AP undoubtedly could supply the out of town papers if they wanted it but they do not want it.

According to our city editor the largest value of the New York City News is its value as a tip service. On the morning paper the staff goes to work about two o'clock. The city editor comes in about half past nine or ten. This service tells him the routine things that are going to happen that day. When the City News died a lot of papers wanted to drop the whole thing. They said they could put on a few [fol. 2606] reporters and do this and save the money it was costing, which was plenty, but it was decided that AP would try it for three months. They hired forty per cent or more of the City News staff. We had to have some way to get the news and we were in favor of their taking it up. You have to have the local ends and the local papers owe to AP their local news and spontaneous news origin. It works very well. We do not call it an AP service. We call it a local. If we publish a story without further investigation we do not run it with an AP by-line.

The news that comes in on the local AP ticker is not the type that other papers are interested in. I would not say that none of it is used by the syndicate. The purchasers of syndicate news wish war news, Washington news and Wall Street news.

On any local story which the correspondent of the Boston Herald, the Post Dispatch or the Milwaukee Journal would think important, we would have our own story. The syndicate sends out ten times as much Washington news as local news, barring sports. If any story started coming in over the local ticker which we thought was important the city editor would immediately put a reporter on it. If there was a sensational story by the AP wire, an editor in St. Louis would say whether he wanted the Times story but if he published the Times story it would be written by a New York Times reporter.

All of the subscribers to the syndicate service are also members of AP. The service which they get from the syndicate is additional and supplementary service to what they get from AP. If our syndicate sent out a story supplied by the local AP without changing a comma, the AP would not have any kick.

[fol. 2607] The cost of covering local and domestic news which I gave as a million and a half consists of salaries. It does not include people on the publishers payroll, of whom Mr. Arthur Krock happens to be one. That payroll is eight per cent of the total. The publishers payroll consists of the executives of the paper. Mr. Krock is head of the Washington bureau and also writes. The Arthur Krock stories are not sent out by the syndicate because that is editorial matter; also we consider the material of Mr. Baldwin, Mrs. McCormick and Mr. Daley editorial. None of their columns is sent out by the syndicate. Baldwin wrote three stories from North Africa. Arthur Krock twice a year writes a piece for the first page; that is a news story. It depends on what the format is. If it was set column and a half measure it is editorial. Louis Stark's column is news.

When the Wide-World photos were disposed of the New York Times kept the Wide-World morgue but they had the right to take it if they wanted it. The original plan was that the pictures would remain in Forty-third Street open to AP. Later on AP decided to move the major part of the Wide-World files to Rockefeller Center, leaving them open to the Times. These files do not represent all of the picture files we had. We took three or four million more pictures.

There is no one who writes editorials who is included in the foreign list of salaries. All of the foreign stories except those for the Sunday Magazine or Review of the Week are

available to the syndicate subscribers, but the Sunday Magazine, the Review of the Week stories, either foreign or [fol. 2608] domestic, are not part of the syndicate service. No photographs are sent on the news syndicate service. There is no relation at all. Whatever is done about photographs is done in complete harmony with AP. We agreed to stop syndicating pictures in the United States on a general basis. That was done at the time Wide-World was sold. It was part of the deal. It is very complicated. We had these picture machines set up and we did not want to keep all these machines going and pay AP $50,000 a year for its service so we discontinued those machines. There were some contracts which ran on but the whole thing is still in a state of flux. One kind of picture we have a right to sell and another kind we do not. A picture we make ourselves in the studio, we can sell. When we buy a picture we sometimes buy the exclusive New York publication rights.

The item of $321,000 under Sunday Departments covers material, none of which is available for the syndicate service. I do not know whether that is true of the Photographic Department item of $158,000.

We thought the picture business was costing too much for what we got and we got rid of it and went into the other deal to see if we could not save some money. We saved some but not as much as we thought.

None of the news acquired by the New York Times as the result of the expenditure of $232,000 is available to the subscribers of the New York Times syndicate except the Standard News Association matter.

The total of $3,069,980.25 expended by the Times for the [fol. 2609] acquisition of news is spent in the acquisition of news independently of the news services and is not available to other newspapers except for $86,000 paid to AP for news, $56,000 paid AP for photographic news, $28,000 paid to UP and $26,000 paid to North American Newspaper Alliance.

New York Times is a subscriber of AP and of UP. The majority of the string relations with city editors are with editors of AP papers.

In considering whether the New York Times could run without AP or UP I did not consider the possibility of trouble in getting some of the string correspondents if we were not a member of AP because we continued to be a member of AP. The question whether we could exist without AP membership is an unrealistic question because

if AP no longer existed there would be one situation, if AP still existed there would be another situation, if AP were replaced by another organization there would be a third situation. To consider whether the New York Times could operate without AP if AP still existed "is a crazy question." I cannot conceive of it. So long as AP is now operating as it is the New York Times will continue to be a member. I never thought any other way about it.

As to whether a morning newspaper under present conditions of AP could operate without AP service would depend largely on what kind of a paper it was. It is a question which I cannot answer because with respect to the New York Times there are not twenty papers in the country that make the same allocation of news in the country and give the same importance to it. You have got differ- [fol. 2610] ences even in one city. In Boston the Boston Herald will have an eight column headline on the war and most of the front page will be about the war. The Boston Globe will have two columns on the war and a girl story with eight columns. It depends on what it tries to do and who caters to it. A lot of papers are operating without AP. I do not know whether any are doing it that have over 25,000 circulation other than the Chicago Sun. Without an AP membership, under the conditions under which AP is operating today, it would take some effort, some money to establish the kind of string correspondents that the New York Times has established. If the paper was not an AP member it would make a difference in the difficulty of establishing a system of string correspondents. It would be more difficult but if you could not get a city editor would not moan that you could not get a correspondent in that city. I would rather have the city editor as sources of a greater volume of news.

Examination.

By Mr. Kirkland:

Nearly all the metropolitan dailies, or the largest ones, have a Washington bureau. The Chicago Sun has a Washington bureau of eleven people. They have a news service and it includes Washington news. There are certain correspondents that have access to the galleries of the Senate and the House that serve seven or eight different smaller newspapers. There are a hundred of them.

It is not difficult to get words from Washington but there are not any number of comprehensive coverages. They cannot give a comprehensive coverage with less than a [fol. 2611] dozen men. There are a number that give comprehensive coverage but not a large number.

We buy from the Times of London and sell to the London Standard. Other London papers have arrangements with American papers. The Daily Telegraph has arrangements with the Chicago Tribune, the Manchester Guardian with the Baltimore Sun. There are a number of such associations. The Times of London has a very wide coverage of news through their spirit of cooperation with the British foreign office. It is very helpful to them and to the people who get news from them. Our arrangement with The Times of London is exclusive for the United States.

We serve the Standard. They pay us here in New York for an office and news service.

The news we get from the Times of London is available to our syndicate subscribers. The coverage from the Times of London has a value, not as a routine coverage but as a protective coverage. It does not make any difference to us that the Times of London has two men in North Africa because we don't use any of that stuff. In some out of the way place something will happen and it will have a fellow there. That is true to some extent of any news agency. It is a sort of insurance even with the AP.

We have 400 some odd string men throughout the country. The AP has three times that many. The string men do not send any news on their initiative. They are sent on a query, sixty or seventy per cent.

We have string men in every state capitol in the United States and every large city.

[fol. 2612] Our arrangement about serving London Standard is exclusive as to them in London, subject to their agreement. Frequently the story is of a nature they do not wish. The story that they want they have the exclusive right to for 24 hours.

Take the Baltimore Sun, we would not sell to any other people in Baltimore without their consent.

We sell to clients in Milwaukee, Boston and Buffalo the value in the newspaper articles for their circulation territory. As to whether that is common in the newspaper business, we consider it here as fifty miles from Times Square.

That is not common in the news agencies. Roy Howard will sell anybody a bunch of news that will pay for it anywhere, won't he?

About features like the New York Times service, "Why in the world should St. Louis Globe-Democrat pay us $25,000 if another paper has a right to the same stuff?"

Editorials are not syndicated. They are outside of any agreement.

The spot news is available to the syndicate. The magazine story has to be good for two weeks while a daily story has got to be good tomorrow morning. The primary purpose of having the foreign correspondents is for the spot news service. The special story is secondary.

There are as many correspondents in the United States as there are newspaper people. That is always velvet. There are lots of them not capable of doing it. They do not have the facilities. A college man would not be any [fol. 2613] good as a string man except for that college. The best man in Yale could not cover a city election in New Haven. A man in Harvard might do better; he is farther away. A copy reader would be very unsatisfactory as a string man. I would rather have an office boy than a copy reader.

Cross-examination:

By Mr. Rugg:

The contracts for the syndicate are exclusive for the areas to which we sell, Baltimore, Philadelphia, Boston, Chicago. They are terminable on ten minutes' notice.

We are good members of AP and endeavor in the publication of our syndicate to abide by the rules of AP insofar as they are applicable.

Mr. Rugg offered page 5 of the New York Times of Tuesday, April 20, 1943, which was marked plaintiff's exhibit No. 5 for identification.

For many years the New York Times has published the following: "The Associated Press is entitled exclusively to the use for republication of all news dispatches credited to it or not otherwise credited in this paper and local news of spontaneous origin published herein. Rights of republication of all other matter herein are also reserved." This

is a statement of policy that I as managing editor endeavor to maintain.

[fol. 2613a] Los Angeles Times

[fol. 2614] U. S. vs. AP

ABSTRACT

DEPOSITION OF L. D. HOTCHKISS
Los Angeles Times
New York, April 21, 1943

D. Direct examination.

By Mr. Pfeiffer:

I am managing editor of the Los Angeles Times, a daily morning paper in Los Angeles, California, and have been since 1934.

The approximate circulation daily is around 245,000 and Sunday it is about 510,000. The other morning papers in Los Angeles are the Los Angeles Examiner and the Daily News.

The Los Angeles Times has a leased wire through to the City of Washington, which loops through Chicago. We have a Washington office. We buy the Chicago Daily News foreign service, the New York Times foreign service and the Chicago Tribune Press Service. The correct name is Chicago Tribune Press Service, not Chicago Tribune-New York News Syndicate service. We receive the reports of AP and UP. We first took the United Press South American service in the later twenties or the early thirties, and a few years later took on their night service, their complete service.

We have been a member of AP since 1900. We have what is known as the Los Angeles Times News Bureau. We sell news, pictures and mats to other American newspapers, but do not sell to any foreign newspapers. I have a list of the American newspapers which were served by the Los Angeles Times News Bureau in 1942, but I did not bring it with me. I identify what you show me as a list of the newspapers served by the Los Angeles Times News Bureau in 1942.

(List of American newspapers served by the Los Angeles Times News Bureau in the year 1942 was marked Defendants Exhibit No. 8 for identification, April 21, 1943.)

[fol. 2615] There are 74 newspapers on that list.

Cross-examination.

By Mr. Rugg:

Of the 74 papers to which we sold news in 1942, none of them takes news regularly and daily from the Los Angeles Times.

Years ago we had a leased wire with the San Francisco Chronicle, but that has been discontinued. However, each evening we query them with what news we have, and they can or may or may not order from the list. I refer to local news; we query them with what local news we have.

We run a column known as the Tom Treanor's column. Mr. Treanor is now in Burma. He has been in Africa; he writes a war column, and we have sold this to the San Francisco Chronicle. They started buying this column three or four months ago. Mr. Treanor is a full time correspondent of the Los Angeles Times. The Treanor column is not sold to any other paper.

On Sunday we run a column known as the Phil Schur column. The Chicago Tribune has been buying that column for the past few months. It did not buy it during all of 1942. No paper other than the Chicago Tribune buys this column.

As to the rest of the papers shown on Exhibit 8, it is primarily a query service which we furnish; that is, we service these newspapers on request. Frequently a long time, as much as ten or twelve months, will elapse between queries from any particular paper. The list on Exhibit 8 merely means that each one of those papers at least once during the year 1942 queried us and received a response.

The total revenue received by us in 1942 for all the services rendered to the papers listed on Exhibit 8 was $7,001.43. [fol. 2616] I cannot tell you how much of that was for the Treanor column sold to the Chronicle in 1942 because I do not recall the date they started it. They pay us $25 a week for it. I cannot give the exact figure on the Phil Schur column. I do not know how much of the total revenue would

represent the sale of the Schur column to the Chicago Tribune. We get $15 a week for it, but I do not have the starting date.

We take five services. The service we take from the Chicago Daily News and the New York Times is limited to their foreign service. The New York Times service is not their complete syndicate service, it is their foreign service. That comes daily. The Chicago Daily News service is likewise limited to foreign service, and it comes daily. The Chicago Tribune service, as distinguished from The New York Times and Chicago Daily News, is their complete news service; and that comes daily. In addition, we take UP and are a member of AP.

I would say that the Chicago Daily News, the New York Times and the Chicago Tribune services are considered as collateral to and supporting the service we receive from the AP and UP. Of the three, the Chicago Daily News, The New York Times and the Chicago Tribune, the Chicago Tribune is the only one that has any domestic news.

(Note: The witness was asked if it is fair to describe the three services, the Chicago Daily News, The New York Times and the Chicago Tribune as supplementary services. The question was objected to.)

With respect to the question, that is a matter of opinion. As to my opinion, I would say that you could put out a very complete newspaper as regards the foreign news with The New York Times and the Chicago Daily News foreign service.

[fol. 2617] The Los Angeles Times is not limited to foreign news; we could not successfully run a newspaper in Los Angeles limited to foreign news. It is necessary to have a complete coverage of domestic news. By domestic news I mean the news of America, the U. S.; and we get domestic news primarily from the AP and UP and CTPS, qualified by excluding local Los Angeles news, of course. We do not use all three equally. I would say we use more AP news than the other two, because we take AP, their 24-hour service, and we take UP, their morning service.

Our deadline for the first edition is 4:30. Our UP wire does not open until 4:00 in the afternoon, and our Chicago wire does not open until 4:00 in the afternoon; consequently,

we must get, during the day, a lot of copy in order to come out at that early hour. As a result we have the AP report. In the first edition we have only a half hour of UP and a half hour of CTPS prior to the deadline. Naturally the paper is preponderantly AP as regards the rest of the country. This will hold during the night, because when the story is in type, unless there is something in the later story which we consider better or later news, we do not throw the type away. As a result you will find there will be more AP stories in the paper than UP or CTPS.

The Chicago Tribune does furnish service prior to 4:00 in the afternoon, but our leased wire does not open until 4:00 in the afternoon. We do not get their service prior to that time; we could get it overhead, that is, by Western Union and Postal, but we do not get it until 4.

UP service is available before 4:00 in the afternoon, but we do not take it. We can buy the day service if we so desire, but we buy the night service. Consequently we rely upon the AP for all news prior to 4:00 in the afternoon. [fol. 2618] As to how comprehensive the Chicago Tribune domestic news service is, I would say that it covers the news of the nation, it hits the high-lights you might say; not with the detail of the United Press or the Associated Press. I do not consider that Chicago Tribune domestic service alone is adequate for the Los Angeles Times.

We have approximately 40 reporters. They are full time employees. We also have stringers in the smaller towns who write for us and are paid by space. Aside from stringers, we have no part time reporters. In general these stringers are located in the environs of Los Angeles, in southern California from Santa Barbara to San Diego. We have some in the San Joaquin Valley. We have some outside of California, in Arizona and in Nevada. These string reporters are in the area in which the Los Angeles Times is sold more or less. I cannot think of any stringers outside the sales area of the paper. I do not know the exact number of string men. We have one in every town in southern California, I would say roughly about a hundred.

The majority of the full time reporters work out of the main office of the Los Angeles Times. We have full time men at San Pedro, Long Beach, Santa Monica and Pasadena. In general those are in the metropolitan area of Los Angeles.

We observe all the rule- and regulations contained in the by-laws of The Associated Press.

Some of the news which we service the list on Exhibit 8 is by mail. Some of it is service mats and photographs. The inquiries embrace a range from straight news to sports and drama; they include Hollywood events and interviews with Hollywood celebrities. A very minor part of this service would be war mats. I cannot give you the exact wordage on [fol. 2619] the interviews with Hollywood celebrities. The newspapers outside of Los Angeles seem to be intensely interested in Hollywood. We attempt to help them out if they desire, and often get orders from some newspaper to supply a story for them from Hollywood. That is not a frequent occurrence; I do not know how many times a year. Of the service rendered to the papers listed on Exhibit 8 there is very little drama news, but quite a little Hollywood news.

Examination.

By Mr. Kirkland:

The Los Angeles News, the Daily News, is a tabloid. It has the UP service. Its daily circulation is around 225,000. It was founded by Cornelius Vanderbilt in the twenties; I have not the exact date. It is in active competition with the Los Angeles Times and the Los Angeles Examiner. The Los Angeles Examiner is a Hearst paper. It has AP service and INS. There is active competition between the three.

With reference to whether or not the three services, the Times foreign service, the Chicago Daily News foreign service and the CTPS, are supplemental or not, we sometimes get things from one that we do not get from the other three. The CTPS hits the highlights. It does not go into the details as much as the two larger press services. We can query them, if we get a matter of interest, for additional information; but if the story is already set up in type from the earlier AP report, as a matter of economy it is left in type. It is much more economical to get the UP and Tribune services on the leased wire than to get it over Western Union. That is the main reason we wait.

Redirect examination.

By Mr. Pfeiffer:

In answer to Mr. Rugg's question as to whether we served any of the newspapers listed on Defendants' Exhibit 8 with

[fol. 2620] our News Bureau service daily, I referred to whether or not they took spot news daily. I knew that the San Francisco Chronicle bought Mr. Treanor's column and the Chicago Tribune bought Mr. Schur's column, and I did not mean to imply that there are no regular customers in that line. There are no customers for spot news. The spot news and all the other services of the Los Angeles Times News Bureau are available daily to any newspaper that wants to buy them.

Examination.

By Mr. Rugg:

That of course is subject to any applicable rules of AP.

[fol. 2620a] [Index tab:] King Features Syndicate, Inc.

[fol. 2621] U. S. vs. AP

ABSTRACT

DEPOSITION OF JOSEPH V. CONNOLLY
King Features Syndicate, Inc.
New York, April 21, 1943

Direct examination.

By Mr. Pfeiffer:

I am President of King Features Syndicate, a corporation organized in the State of New York about 1915.

The King Features Syndicate is a combination of a feature syndicate which produces columns, comments, pages, and news matters, International News Service, which is a day and night wire service covering the news of the world, International News Photos, which is a news picture producing and distributing agency covering the important news pictures of the world, and Central Press Association, which is a budget service of features to several hundred small town newspapers.

In addition to these regular activities of King Features Syndicate, it has several extra rural activities such as novelty business, making toys, patterns (we make about ten

million patterns a year); we print ready printed specimens for various newspapers that have no color presses, we sell stories to motion pictures, we create advertising illustrations for comic advertising. In general we engage in a by-product business, incident to the production of features and news.

King Features Syndicate has three main departments, the feature department, the news department and the news picture department. The news department is the International News Service. The picture department is the International News Photos, and the feature department is the feature department of King Features Syndicate. Inter- [fol. 2622] national News Service has been functioning as a news service since about 1909. Originally it was separately incorporated. It became a department of King Features Syndicate, Inc. within the last 10 years. International News Photos also was separately incorporated about 20 years ago, and it became a department of King Features Syndicate about 10 years ago. King Features Syndicate Incorporated was a division of International Feature Service, Newspaper Feature Service, Premiere Syndicate, and King Features Syndicate, and the entire combination now goes under the name of King Features Syndicate, Inc.

The total expenditures of King Features Syndicate, Inc. for the year ending December 31, 1941 was $9,434,376.56. The breakdown of that operating statement is as follows:

Production and news gathering expense	$6,397,337.99
Mechanical expense	548,841.88
Traffic, shipping and service expense	1,331,096.32
Selling expense	551,608.07
General and administrative expense	605,492.30
Making a total of	9,434,376.56

The total expenditures of the features department of King Features Syndicate, Inc. for the year ending December 31, 1941 was $6,149,256.69. The figure of expenditures in 1941 for International News Service Department was $2,622,744.45. The figure of expenditures for International News Photos for the year 1941 was $666,375.42.

The breakdown of the features department total is as follows:

Editorial expense	$4,669,929.64
Mechanical expense	548,841.88
Shipping and service expense	208,715.21
[fol. 2623] Selling expense	385,582.91
General and administrative expense	336,187.05
Making a total of	$6,149,256.69

The breakdown for International News Service is as follows:

News expense, domestic	$887,953.49	
News expense, foreign	340,490.45	
That makes a total news gathering expense of		$1,228,443.94
Traffic expense		1,088,391.40
Selling expense		126,045.12
General and administrative expense		179,863.99
Or a total operating expense of		$2,622,744.45

The breakdown for International News Photos is as follows:

Production expense, domestic	$457,118.01	
Production expense, foreign	41,846.40	
Or a total production expense of		$498,964.41
Shipping and service expense		33,989.71
Selling expense		39,980.04
General and administrative expense		89,441.26
Making a total operating expense of		$662,375.42

The expenditures for the Central Press Association are included in the figures given for the feature department of King Features Syndicate.

I have a list of the names and locations of all newspapers, domestic and foreign, to which the International News Service supplied its news service on September 30, 1941.

(List of subscribers to International News Service on September 30, 1941, was marked Defendants' Exhibit No. 9 for identification, April 21, 1943.)

[fol. 2624] In addition to the American newspapers on that list there were certain other American newspapers which were also served by INS on that date. They were as follows:

(Here the witness read into the record the names of eleven newspapers, giving also date on which they commenced service.)

The black pencil checks on the list marked Defendants' Exhibit No. 9 have no significance, and the red checks opposite the names of certain papers on the list indicate those newspapers which are owned or operated by the Hearst Consolidated Publications, or American Newspapers Incorporated, which are generally called the Hearst Newspapers, and they have been served by International News Service since their beginning. These papers were the original founders of INS. On September 30, 1941 INS served all of the papers opposite which there appears a red check mark on Defendants' Exhibit 9 for identification. INS, on September 30, 1941, also served foreign newspapers. I have a list of foreign newspapers served by INS on that date. The paper which you have shown me contains such a list.

(Schedule of foreign clients of International News Service as of September 30, 1941, was marked Defendants' Exhibit No. 10 for identification, April 21, 1943.)

I have a statement of the location of each office and bureau maintained by INS in August, 1942, both in the U. S. and elsewhere, which shows the number of employees and the kind of employment of each employee in each of the offices and bureaus.

(Schedule showing location of each office and bureau, domestic and foreign, maintained by International News Service in August, 1942, with the number of employees in [fol. 2625] each office and bureau, and a description of the duties of each employee, was marked Defendants' Exhibit No. 11 for identification, April 21, 1943.)

Defendants' Exhibit 11 also contains a list of the additional foreign offices and bureaus maintained by INS in the period from January 1, 1933 to September 1, 1939, with the number of employees in each and the description of their duties. It is a correct statement. The entire exhibit is correct, as well as the other documents which I have produced. The approximate number of reporters, correspondents, and string men in the U. S. in August 1942 who furnished news to INS regularly or from time to time was 1,864. The total number of foreign reporters, correspondents and string men who furnished news to INS regularly or from time to time in August, 1942 was 207.

I have a statement showing the names and locations by states and countries of all newspapers, domestic and foreign, to which INP submitted picture service on September 30, 1941.

(Statement showing the names and locations by states and countries of all newspapers, domestic and foreign, to which INP supplied picture service on September 30, 1941, was marked Defendants' Exhibit No. 12 for identification, April 21, 1943.)

The papers in Defendants' Exhibit 12 received photographic prints, which are prints supplied to a newspaper which manufactures an engraving of the print, which engraving is included in the page type form and a matrix is made of the form.

The list in Defendants' Exhibit 12 does not include newspapers to which INP supplied a mat service. There are several hundred newspapers who receive the service from King Features Syndicate in mat form. King Features [fol. 2626] Syndicate provides newspapers several pages daily of mats of INP pictures, to save the newspapers the cost and trouble of engraving them. The mats are stereotyped by the newspaper plant and included in the form of the newspaper. These mat services include pages of sports

mats, several pages of news mats, and pages of pictorial feature pictures. The mat service is a daily service.

The print service which is given to the newspapers listed on Defendants' Exhibit 12 for identification is also a daily service. INP does not supply the mat service; it sells to King Features Syndicate the right to use its photos in mat services. I can supply a list of International News Photos used in Central Press Association and in the International Illustrated news mats. I will prepare such a list and show the domestic and foreign separately.

(The list was later produced and marked Defendants' Exhibit No. 13 for identification, April 21, 1943.)

International News Photos exchanged picture services with the following organizations in the years 1941 and 1942. In 1941 and up to December 7, 1941, they exchanged pictures with: Weltbild in Germany, Keystone in London, Keystone in Vichy, Luce in Rome, Yaffa in Sydney, Yaffa in Melbourne, and Illustrations and Photo Press in Switzerland. And in 1942 they exchanged pictures with: Keystone in London, Yaffa in Sydney, and Yaffa in Melbourne.

I have a list of the organizations from whom INP purchased pictures in 1941 and 1942.

(List of organizations from which INP purchased pictures in 1941 and 1942 was marked Defendants' Exhibit No. 14 for identification, April 21, 1943.)

[fol. 2627] The Central Press Association Service is supplied through the features department of King Features Syndicate, Inc. I will prepare a list showing the names and locations of all newspapers to which Central Press Association supplied its news mats on September 30, 1941. I have a statement showing the names and locations by states and countries of all newspapers, domestic and foreign, to which the feature department of King Features Syndicate, Inc. supplied one or more features on September 30, 1941, which I now hand you.

(List of names and locations by states and countries of all newspapers, domestic and foreign, to which the feature department of King Features Syndicate, Inc. supplied one or more features on September 30, 1941, was marked Defendants' Exhibit No. 15 for identification, April 21, 1943.)

Where the X appears under the column heading "News mats", it indicates the domestic newspapers that receive INP mats in the Press Association Service. The Central Press Association Service is entirely a mat service. Where the X appears under "News mats" in connection with foreign newspapers, it indicates they receive the services I have just described.

I have not prepared a list of each feature presently available for distribution by King Features Syndicate, Inc. to its newspaper clients and the year in which such special feature became available for distribution. I think our blue book would give that entire list. It contains the list of services provided by King Features Syndicate, Inc. and available to newspapers as of July 1, 1940. There has been no subsequent issue of the blue book. There has been very little change, but I will be happy to give you such changes and additions. I will bring the blue book up to date, showing each feature which is available at the present time for distribution by King Features Syndicate, Inc.

[fol. 2628] (The blue book (brought up to date by Mr. Connolly) was later produced and marked Defendants' Exhibit No. 16 for identification, April 21, 1943.)

There are 55 members of INS with the armed forces in the capacity of reporters, correspondents and feature writers. There are three members of INS reporters staff at sea, making a total of 58. They are scattered all over the world. There are six INP photographers with the armed forces and one at sea. That is in addition to the 55. This makes a total of 65 with the armed forces. There are no representatives of the feature department as such, with the armed forces.

I have brought with me the circulars, brochures and other promotional or advertising material which INS, INP, Central Press Association, and King Features Syndicate, Inc. have issued or distributed during the period from January, 1941 to date.

In addition to supplying newspapers with news service, INS also supplies news to radio stations. I will find out the accurate figure for you showing the number of stations as of September 30, 1941 and also as of the present date. INS is an advertising around-the-clock news service. It supplies morning papers as well as afternoon papers. It

supplies foreign papers as well as American papers. INS operates around-the-clock service, supplying regularly to the newspapers and radio stations a news report of all sport news events, and in addition a great number of special articles written by authors and especially skilled writers in various fields, such as politics, sports and movies. INS covers foreign news on a world wide basis. In my opinion it is the best service. I mean it is the best service compared with AP and UP and with the New York Times, the Chicago Tribune, the Chicago Daily News and the [fol. 2629] other American newspapers which have foreign services.

I think INS is the best because, in the first place, INS by its record is the most accurate service. Far beyond any specially skilled writers or scoops or special enterprise, the foundation of all news presentation is accuracy. Our record shows that we have made fewer mistakes than our competitors. I do not know how long INS has had a foreign news service; I am only acquainted with the last 24 years and it has maintained a foreign news service during the last 24 years. The next important factor of a news service report is its impartiality; that is, it gives both sides of the question, it has no ax to grind. Our service goes out to see that all sides of a question are presented. Third comes the factor of enterprise, which is illustrated by scoops. That is to say, we get news ahead of the competitor. Our record in that, as shown consistently in the last 10 years, shows that the great number of important scoops have been scored by us over AP and UP. An example of that would be the 48-hour scoop we scored on the death sentence of the saboteurs.

We have a faster wire service; we attempt to streamline our news so that less editing will be required on the part of the newspaper. I am talking about the entire service, not just the foreign service. In addition to that we strive to cover the news by the highest paid and ablest reporters and feature writers. For example, when we cover civic conventions we hire distinguished writers and authors to write special articles in addition to news coverage by our reporters. When the Pope was crowned we wired Hugh Walpole, Alfred Noyes and another distinguished English writer to write us special articles on it. We have a slogan, "Get it first, but get it right." We try to scoop the other services [fol. 2630] and do consistently, but we lose several stories

because we cannot be sure they are right, and we take no chances that the story is worthy of distribution until we get the authority for the statement of facts.

In addition to that our regular staff is made up of star newspaper writers. We get good writers that show their head above the crowd in AP or the newspapers and hire them for our own staff, so that our writers and our writings are noted for story quality. For example, Mr. Chaplin was the star reporter of AP when we hired him. Today we are hiring another star reporter of AP. We hired one from the New York Daily News, Inez Robb, who was the best reporter on the News.

INS has a coverage of Washington News. We maintain an adequate staff for that purpose. We think our coverage os Washington news is the best report. I think so because in the first place we work faster than other services; The Associated Press, for example, is a more cumbersome service, it has a very large staff, and it sends two and three and four men on a story; when the report reaches the Washington office of AP it goes through the hands of two or three or four editors. Our service is geared to high speed, and we strive to get our news in ahead of our competitors. Our State Department reporter, Kingsbury Smith, is not only noted for his good understanding and good writing, but he is acknowledged by the State Department as an able man. We have representatives attending the White House conferences regularly; they are correspondents of standing and repute in the newspaper world.

Our service has coverage of domestic news of the U. S. We have much less coverage in the matter of news bureaus, than either AP or UP; we have fewer bureaus. That is not a matter of policy. We collect the domestic news through the bureaus and string correspondents. AP has a great [fol. 2931] number of newspapers which supply AP automatically with news. We have not that number of correspondents, so it is quite obvious that AP will receive a great mass of unimportant news from those small towns. But AP maintains that type of service because AP in a great number of states provides a state service which is important to those small towns. We do not maintain very many state service wires, therefore it is unnecessary for us to maintain that degree of coverage. However, our string correspondents are always alert and cover the news as fast as the other papers. We make a greater selection of the domestic news

than AP. The INS news report, in my opinion, covers important domestic news. We do so consistently and from day to day.

INS has a leased wire system in the United States. Its total mileage is 41,089 miles. That is the number of miles that we actually operate the service. Our leased wire system covers 186 cities in the U. S. We have what we call a general news wire. We also have pony wires that we use for small newspapers. We have eliminated the racing wire. We had it in September 1941, but it was eliminated during the last year, sometime during 1942.

INS in its basic news report furnishes 86,400 words per day. INS has an arrangement whereby the Reuters service is available to it. It is made available at London, England, at the headquarters of Reuters. We have available to us the entire Reuters news reports. In our arrangements with radio stations which take INS service they agree to provide us with their local news, such as they get.

I have forms of the typical contracts used by King Features Syndicate, Inc. and its INS department, INP department and its feature department—no, not INP.

[fol. 2632] (Eleven forms of agreement were marked as was marked Defendants' Exhibit No. 18 for identification, April 21, 1943.)

There is no typical form of contract of INP. INP is sold by letter agreement or by its inclusion in a King Features Syndicate contract as one of the items furnished over and above.

(Large package of promotional and advertising material was marked Defendants' Exhibit No. 18 for identification, April 21, 1943.)

The blue book, on page 31 under the heading "International News Service" reads:

> "International News Service (I. N. S.)—A complete, all-inclusive news service, producing 150,000 words of 'live' news daily from all parts of the world for both morning and afternoon newspapers. I. N. S. has a staff of 600, including the foremost authoritative reporters, writers and editors in the field of journalism, and 8,000 expert correspondents stationed at every active or potential source of news. Branch offices are maintained

in the principal cities of all foreign countries and in 57 cities of the U. S. I. N. S. dispatches are supplied by high-speed leased telegraph and types of coverage are available for newspapers of all circulations. For full information consult the authorized King Features Syndicate sales agent for your country."

The blue book is dated July 1, 1940. The statement I read was accurate at the time it was made, but it is not substantially correct today. The changes in the wordage resulted from the abandonment of the finance wire and racing wire which reduced the number of words from 150,000 to 86,400; and by the natural unavailability of the news sources of the country closed by the war our number of correspondents [fol. 2633] has been reduced materially. With the termination of the war those correspondents or substitutes for them would be available for INS service. The financial and racing wire are available to INS at any time it wishes to renew that service, but we do not wish to resume it. The map which you show me containing pictures and other data is a promotional publication of INS.

(Map containing pictures and other data was marked Defendants' Exhibit No. 19 for identification, April 21, 1943.)

This map was produced about the beginning of 1942.

The document which you show me, "America's star reporter", was produced and distributed by INS about the same time the map was produced.

(Document headed "America's star reporter" was marked Defendants' Exhibit No. 20 for identification, April 21, 1943.)

We have in our organization what we call an INS scoopgram. It is a form of promotion. The following is a scoopgram dated August 10, 1942:

"I. N. S. scored one of the most sensational scoops in newspaper history last Friday by 29 hours 11 minutes. The complete story with full details of President Roosevelt's sentence of eight German saboteurs. Hundreds of enthusiastic compliments coming in from all over the country. 'Biggest scoop of the war to date, one of the greatest beats of this era' wires Mike Flynn, Washing-

ton Times Herald. 'Tickled to death, topped all opposition 29 hours' Jack Shelly, radio station WHO, Des Moines. 'Still stunned over your amazing scoop' John A. Malloy, Chicago Herald-American. 'Congratulations on notable beat. Such a break is rate these days' Allen Meriam, Dallas Times-Herald. 'Congratulations on another big exclusive' John Mead Jr., Erie, Pa., [fol. 2634] Times. Many more too numerous to mention, all signifying I. N. S. outstanding enterprise, thoroughness and accuracy. Wire your reservation for I. N. S. for your paper. Walter E. Moss."

Walter E. Moss was the sales manager of I. N. S. on that date.

(INS scoopgram dated August 10, 1942, was marked Defendants' Exhibit 18-A for identification, April 21, 1943.)

The paper you show me is an INS advertisement in Editor & Publisher for August 15, 1942. It records the beat scored by INS on the sentence of the saboteurs, with messages from our clients, and in addition a record of our claim of certain other important scoops scored by INS in past years. Some of the scoops or beats referred to in the document are the arrest of Richard Hauptmann, the kidnaper of the Lindbergh baby; the beat on the "Gold Clause" decision by the U. S. Supreme Court; the beat on the abdication of King Edward of England; the beat on Douglas Corrigan's "wrong way" flight to Ireland; and the beat on the death of Pope Pius XI and the election of Pope Pius XII.

(Advertisement headed "Makes a new record in journalism" was marked Defendants' Exhibit 18-B for identification, April 21, 1943.)

The scoopgram, to which is attached a copy of a newspaper article by William K. Hutchinson, INS correspondent, is promotional material of INS and concerns a scoop. It is dated June 4, 1941, and reads:

"To editors—

All newspapers carried page one stories last Monday announcing retirement of Chief Justice Charles Evans Hughes from U. S. Supreme Court. International News Service alone carried announcement of his coming re-

tirement on April 21, five weeks ahead of all others. [fol. 2635] Once again INS scooped the field—got it first, but first got it right. John A. Brogan, Jr."

John A. Brogan, Jr. at that time was manager of INS.

(INS scoopgram dated June 4, 1941, was marked Defendants' Exhibit 18-C for identification, April 21, 1943.)

The scoopgram which you show me was also distributed by INS. It is dated April 3, 1941, and reads:

"To Radio Editors, U. S. A. Says Russell Pirkey, News Editor, Station WAVE, Louisville; 'Congratulations on swell scoops INS gave us on Italian and German demands for release of ships and crews seized by USA and on Asmara capture. We were able to beat everybody by almost an hour,' Stop. Tommy Noble announcer WBBM, Chicago, says: 'The whole thing was terrific. It is a mystery how INS could be so far ahead on two stories of such importance.' Stop. Jack Fitzpatrick, Station KLZ, Denver, says: 'We scooped entire area. Many thanx to INS for again being first.' Stop. By brilliant work of Kingsbury Smith of INS Washington bureau and by promptness and accuracy of London bureau INS clients were again way ahead of all competition. John A. Brogan, Jr."

(INS scoopgram dated April 3, 1941, was marked Defendants' Exhibit 18-D for identification, April 21, 1943.)

The paper which you hand me shows a picture of J. Kingsbury Smith; it was issued and distributed by INS. He is the INS representative detailed to the State Department. The following appears on that paper:

"This is a star reporter you should have on your staff!"

"Reporting for you from Washington—J. Kingsbury Smith International News Service ace.

[fol. 2636] Smith, who covers the State Department for International News Service and this paper, is one of Washington's top-notch reporters. He had a reputation for getting the story first * * * and getting it right! In two recent months he hung up a record of 19 exclusive beats.

For swift, accurate and intelligent reporting from America's greatest news-center, follow the important dispatches of this brilliant news-ace."

(Advertisement relating to J. Kingsbury Smith was marked Defendants' Exhibit 18-E for identification, April 21, 1943.)

The paper which you show me was also issued and distributed by INS. This paper, which is marked at the top "November 8, 1941" and in the right hand corner "17", is an advertisement that appeared in the Editor and Publisher. It reads:

"INS first again.

At 6:00 P. M. Wednesday International News Service bulletined a dramatic news beat revealing for the first time that 19 Civilian Technical Corps Volunteers en route to England from America had been lost in the sinking of a British merchantman during a Nazi U-boat attack in the Atlantic.

At 6:51 P. M.—51 minutes later—one of the opposition services sent its first bulletin on the same story.

At 7:12 P. M.—one hour and 12 minutes later—the other opposition service gave its clients the first inkling of this important event.

International News Service followed up this news-beat immediately with the first complete detailed list [fol. 2637] of the nineteen lost with first and last names, ages, specific occupations and home addresses —the first of the three news services to supply such a list with all details.

Again, International News Service was first.

International News Service

Get it first, but first get it right."

(Advertisement of INS appearing in Editor and Publisher for November 8, 1941, was marked Defendants' Exhibit 18-F for identification, April 21, 1943.)

The paper which you show me is a two page advertisement which appeared in Editor and Publisher on March 15, 1941. It was issued and published by INS. It deals with 15 beats on the lend-lease bill. The top line reads "15 beats on the lend-lease bill", and in the body of the advertisement

are detailed under specific dates and with specific statements the 15 beats.

(Advertisement of INS reprinted from Editor and Publisher of March 15, 1941, was marked Defendants' Exhibit 18-G for identification, April 21, 1943.)

I do not recall whether the promotional material you have shown me contains all of the scoops and beats that INS had during that period. I think that INS keeps an accurate record of its so-called scoops and beats over the other wire services. We keep a daily log of how we rate. I am appearing pursuant to a subpoena duces tecum. You did not ask me to produce a log of our scoops and beats. It is probably not available to produce anyway. I doubt that they keep it probably more than a week, for the guidance of our news editors. Each day there are probably not more than six important stories cleared on the wire, all the rest are stories of secondary importance. The six major stories are rated by all news services to determine [fol. 2638] how they scored on it, what time it was cleared, what time the bulletin came in. Note is always made of the time that the AP came through, and the UP time is compared with that time. The foreign editor is given that slip. That is obtained by taking off the time from each roll of paper that comes in on the wire to a newspaper that takes all three services. I am not certain whether such a record has been kept by the INS. I will inquire.

As to whether it is of any particular significance for a wire service to be ahead of some other wire service for two, three, five or ten minutes on a story, it depends entirely on the importance of the story. If it is a story of paramount importance the paper that gets the first bulletin gets first on the street. We have geared ourselves to get our bulletins to the various papers quicker than the other services. I should say that a beat of five or ten minutes is unimportant in the running of a story. On stories of great importance of course it is paramount for both the newspapers and the radio to get it first. On a story that breaks at any time during the day up to 6 or 7 o'clock at night, for a morning newspaper a beat of 5 or 10 minutes is not significant. That is true because the morning papers are not published until the following morning. It is not the present practice of American newspapers to publish special

extra editions, as used to be done. Morning papers do not generally publish an extra or special edition when they have a scoop or a beat. As to afternoon papers, that is at the present time quite uncommon compared with the period of the last war.

The paper you show me is the copy of a circular letter sent out by INS to a large number of newspapers. It is dated February 11, 1943. One paragraph of this letter reads as follows:

> [fol. 2639] "You may put Dick Tregaskis on your staff with a number of other equally brilliant writing reporters—all on the regular staff of International News Service, the world's greatest aggregation of world news reporters."

In our opinion, INS has the world's greatest aggregation of world news reporters.

(Letter dated February 11, 1943, from Basil A. Caparell, of International News Service, to Mr. Heintzelman was marked Defendants' Exhibit No. 18-H for identification, April 21, 1943.)

The paper you show me was issued and distributed by INS. It is an advertisement that appeared in Editor and Publisher on September 20, 1941. At page 11 it reads: "INS for speed, action, accuracy, coverage, big names."

(Advertisement of INS appearing in Editor and Publisher for September 20, 1941, was marked Defendants' Exhibit No. 18-I for identification, April 21, 1943.)

The paper which you show me is a photostatic copy of the first page of the Augusta, Georgia Chronicle for Sunday morning, February 7, 1943. Similar photostatic copies were issued and distributed by INS. There are black circles around the INS news articles appearing on that first page, and in black ink across the bottom half of the front page appear the words, " 'The South's oldest newspaper' uses 9 INS stories on page 1—INS is the front page service." There are 5 AP stories on that first page.

(Photostat of first page of The Augusta Chronicle of Sunday, February 7, 1943, was marked Defendant's Exhibit No. 18-J for identification, April 21, 1943.)

Of the 9 INS stories 4 are headline stories. By headlines [fol. 2640] I mean the top head of the paper. On the bottom half of the paper there are 4 headlines, so that eight out of the nine have headlines. Of the 5 AP stories there is one top head and four below the fold.

The paper you show me is a page advertisement in Editor and Publisher dated March 21, 1942, the title of which is "Spectacular War Coverage." That advertisement says that INS received by cable from Australia in one day, an extraordinary day, 5,881 words. That was in 1942; I think we had five correspondents in that area. The ad was issued and distributed by INS.

(Advertisement of INS appearing in Editor and Publisher for March 21, 1942, was marked Defendants' Exhibit No. 18-K for identification, April 21, 1943.)

The magazine Editor and Publisher is a generally recognized trade publication of the newspaper industry. It goes to practically all of the newspaper offices in the country.

The paper you show me was issued and distributed by INS. It reads:

> "INS Speed Accuracy Dependability Completeness Frequent Scoops Famous Names. 'Get it first, but first get it right.'"

(Advertisement of International News Service was marked Defendants' Exhibit No. 18-L for identification, April 21, 1943.)

The photostat you show me of the first page of the Washington Post for January 27, 1943, with certain markings in black ink across it, was issued and published by INS. Written across the face of the page are the following words:

> "The Washington Post, one of country's outstanding papers, takes all three news services. But on the [fol. 2641] greatest story in many a month it features INS in its leads."

The story to which the words refer is the story of the Casablanca conference between Mr. Roosevelt and Mr. Churchill. Of the leading stories on the top of the first

page of The Washington Post of this date are two INS stories, none are AP and one is UP.

(Photostatic copy of the first page of The Washington Post of January 27, 1943, was marked Defendants' Exhibit 18-M for identification, April 21, 1943.)

The paper you show me is the first page of The Cedar Rapids Gazette for Sunday, April 18, 1943. In the list of top heads for that date INS had three of the lead stories, including the main lead. AP had two, and there is one story which is probably a combination of all services, this one being headed "Restrictions ordered on all hiring," and is dated from Washington, without being accredited to any news agency.

(First page of The Cedar Rapids Gazette of April 18, 1943, was marked Defendants' Exhibit No. 18-N for identification, April 21, 1943.)

The front page of the Augusta, Georgia, Chronicle for Sunday morning, April 18, 1943, which you show me has 5 INS stories appearing at the top of the page and one AP story.

(First page of The Augusta Chronicle of April 18, 1943, was marked Defendants' Exhibit 18-O for identification, April 21, 1943.)

The first page of the Charleston, West Virginia, Gazette, for April 18, 1943, which you show me has seven INS dispatches on the top of the page and one AP story.

(First page of the Charleston Gazette of April 18, 1943, was marked Defendants' Exhibit No. 18-P for identification, April 21, 1943.)

[fol. 2642] The front page of The Johnstown Democrat, Pennsylvania, for April 16, 1943, has three stories on the top of the page, including a banner story, which are INS. There are two UP stories and one AP story.

(First page of The Johnstown Democrat of April 16, 1943, was marked Defendants' Exhibit 18-Q for identification, April 21, 1943.)

The first page of the Minneapolis Sunday Tribune of April 11, 1943, carries two INS top stories including the lead story, one AP story and one UP story.

(Front page of Minneapolis Sunday Tribune of April 11, 1943, was marked Defendants' Exhibit No. 18-R for identification, April 21, 1943.)

The front page of The Nashville, Tennessee, Tennessean of April 11, 1943 contains an INS lead story and a small box, and one AP story and two UP stories.

(Front page of The Nashville Tennessean of April 11, 1943, was marked Defendants' Exhibit No. 18-S for identification, April 21, 1943.)

It is the practice of editors of newspapers in the U. S. to put what they consider the principal stories of the day on the upper half of the first page of the paper because the paper lying on the news stand has the first top half exposed, and that is really the selling part of the newspaper.

I think Silliman Evans has an interest in the control of The Nashville Tennessean and has had for many years.

The New York Journal American has the largest evening circulation in the U. S., about 650,000.

(New York Journal American of April 21, 1943, was [fol. 2643] marked Defendants' Exhibit No. 18-T for identification, April 21, 1943.)

The New York Journal American is a member of AP and has been for about six years. The Journal American is a combination of The New York Evening Journal and the New York American, or a consolidation. I do not recall just which year the consolidation took place, whether it was 1940 or 1941 or when. Prior to the consolidation The New York Journal was owned by Hearst Consolidated Corporation, and the New York American was owned by The American Newspapers Incorporated, and both of those corporations were owned by Mr. Hearst. The New York American has been a member of AP for many years before the consolidation with The Journal. Before the consolidation the New York American was a morning and Sunday newspaper, and before the consolidation The New York Journal was an afternoon paper and always had been six days a

week. After the consolidation the combined paper became an afternoon and Sunday paper called the Journal American. I have no recollection when the New York Journal became a member of AP, but it was not any longer than five or six years ago.

The New York Journal was founded as early as 1900, I think, and it had built up a circulation of upwards of a million at one time, before it became a member of AP. During the great period of prosperity and great circulation, it depended upon INS, and not AP, for its national and international news—by national I mean the domestic news of the U. S. It got its local news from its staff reporters. All foreign news it got from INS exclusively, and that circulation which it built up with INS exclusively was for a considerable period the largest newspaper circulation in the U. S.

[fol. 2644] Mr. Rugg: I object to the admission of The New York Journal American Exhibit 18-T.

Mr. Pfeiffer: It is only marked for identification at present.

The Witness: My recollection has not been refreshed as to the date when The New York Journal became a member of the AP. I will ascertain the exact date.

The brochure you show me, the front of which is covered with figures in black and white, and across the page in red are written the words "live wire," was issued and distributed by INS. The cover shows pictures of some of our correspondents, as for example Arthur Hachten talking to the President of the United States; Barry Faris, the editor; Bob Considine, the sports writer, talking to Ellsworth Vines, the tennis player; Damon Runyon interviewing ex-Ambassador Joseph Kennedy, W. W. Chaplin, INS war correspondent at the European battlefront; Inez Robb interviewing the Dionne Quintuplets and Pierre Huss, the Berlin correspondent with the German army at the front. This brochure was issued about 1941. It presents the full photostatic copies of the front pages of several newspapers that subscribed to INS, simply to show the kind of presentation our news is given by the editors of those newspapers, to show the kind of articles that we produce, and also the special features that we produce. Each of those newspapers of which photostatic copies of the front pages ap-

pear in the brochure is a newspaper which subscribes, in addition to INS, to either AP or to UP or both.

INS scored a beat in connection with its news story of the American bombsight in November 1940. INS scored a beat in connection with the story of the opposition of John L. Lewis to a presidential third term; we scored a clean [fol. 2645] beat, announcing that Lewis would back Willkie. On one of the pages of the brochure there are listed "A few firsts of the past twelve months." These include important scoops and important exclusive stories produced by INS during 1940.

Mr. Pfeiffer: I ask that that portion of this brochure, Defendants' Exhibit 18-U for identification, be embodied in the record, referring to the page on the righthand side of which appears "A few firsts of the past 12 months."

A few firsts of the past 12 months.

February 6, 1940—Exclusive eye-witness account of annihilation of Soviet 18th Division. (This INS story confirmed 13 days later in official communiques.)

February 19—Exclusive interview by Frazier Hunt with General Maxime Weygand, commander-in-chief of the Allied Army in the Near East.

March 16—First news of impending shakeup in Daladier cabinet. (Confirmed three days later with Daladier's resignation.)

April 4—Exclusive interview by Frazier Hunt in which Britain's General Ironsides "dares" Hitler.

April 8—48-minute beat on Nazi invasion of Denmark.

April 18—First full, uncensored dispatch from Trondheim after Nazi invasion of Norway.

May 13—First news of Dutch government's evacuation.

May 18—First disclosure of secret testimony by Army High Command regarding deficiencies in U. S. Army, National Guard and Air Corps. (This INS story was confirmed days later and its revelations all proven by time and public confession.)

June 15—Russian invasion of Lithuania.

June 17—Seven-hour beat on first report of cessation of hostilities in France. INS only news service in print for seven hours direct from Bordeaux with Marshal Petain's announcement of France's capitulation.

[fol. 2646] June 18—First news that Hitler and Mussolini agreed to terms of Armistice for France.

July 4—Thirty-minute beat on British naval attack against French fleet in Mediterranean.

September 12—First news of the Hercules Powder Plant explosion at Kenvil, N. J.

September 16—Beat on President's signing of Draft Bill.

September 22—Finding of kidnaped De Tristan child and capture of his kidnaper.

September 24—First news that the RAF had repelled German invasion attempt. (Confirmed October 18 in official British government announcement.)

September 24—Japanese-Germany military alliance. (This INS story was more than a Two-Day Scoop—confirmed September 27th when Berlin made an official announcement of the alliance.)

October 1—Opening of the strategic Burma Road. (On Oct. 1, INS released an Exclusive dispatch by W. W. Chaplin describing the significance of the Burma Road and forecasting its opening. This was confirmed Seven Days Later on Oct. 8 by Winston Churchill.)

October 19—Exclusive revealing Italy about to move against Greece.

October 21—John L. Lewis' decision to oppose a third term for President Roosevelt and his endorsement of Wendell Willkie—a Four-Day Scoop.

October 31—Release of the secret Sperry bomb-sight to Britain. (This INS story was officially confirmed November 20—exactly Twenty Days Later.)

November 4—Exclusive interview with Reich Marshal Goering on aerial warfare going on between Germany and England.

November 11—Exclusive disclosing British planned immediate offensive in Mediterranean. (This was confirmed two days later when British crippled main units of Italian fleet at Taranto.)

November 23—Two-day scoop on launching by Greeks of offensive against Italians in Albania.

December 14—INS was the first to reveal that Petain had dismissed Pierre Laval as vice-premier of France.

[fol. 2647] January 4, 1941—Exclusive signed article by George Bernard Shaw on dilemma of his native Ireland.

January 9—Twenty-four hour beat by Cecil B. Dickson on nature of the President's lease-lend bill for aid to Britain.

January 11—Twenty-minute beat on Secretary Hull's formal statement to House Foreign Affairs Committee on lease-lend bill.

January 13—First inside uncensored story by Betty Barzin, famous Belgian woman journalist, on how the women of France are resisting Nazi domination.

January 20—A "farewell to Washington" exclusive interview with John N. Garner by Cecil B. Dickson.

January 22—First eye-witness account, by Desmond Tighe, of fall of Tobruk and British army's capture of that important Italian base in Libya.

January 28—Exclusive story revealing record of Britain's foremost air ace, including the flier's own description of how he shot down five Nazi planes in a single day.

January 28—Exclusive dispatch by Merryle S. Rukeyser, written after a personal talk with William S. Knudsen, presenting an up-to-the-minute report on the progress being made in America's great armament effort.

January 28—Exclusive story by William K. Hutchinson, revealing Germany's offer to dump 450,000 refugees on America if the United States will finance the exodus.

February 1—Twenty-four hour beat on British victory at Agordat, trapping 30,000 Italians in Eritrea.

"Get It First . . . But First Get It Right."

From a newspaperman's point of view these stories were important stories because they had to do with the movement of the German army into nearby countries, such as the invasion of Denmark and the Russian invasion of Lithuania and other movements of armies.

We scored a beat on the President's signing of the Draft Bill, and covered the kidnapping of a child in the U. S. We had a two-day scoop on the Japanese-German military alliance. We had a seven-day beat on the story of the [fol. 2648] opening of the Burma Road. Several of the stories had to do with the legislation and projected legislation in Washington, including the Lend-Lease Bill, and we had a twenty-four hour beat on giving the nature of the President's Lend-Lease Bill to aid Britain.

I have been president of King Features Syndicate for ten years or more. I was general manager of the Hearst papers for a period of two or three years around 1939 or 1940, while I was president of King Features Syndicate. Then I resigned from all newspaper activities and concerned myself solely with the syndicate and wire service, although I remained on the boards of directors of the papers. I generally go out on important stories. I personally supervised our staff of reporters covering the 1940 Democratic Convention, and I keep the "feel" of the newspaper man on news.

On the last page of this brochure there is a list of non-Hearst newspapers that have subscribed to INS for a period of ten years or more, and they include a list of newspapers, from the Cleveland Plain Dealer which has been a subscriber for thirty-one years, and the Houston Chronicle, which has been a subscriber for thirty years, down to the Bloomington Pantagraph, which has been a subscriber for ten years. Outside of the Hearst chain there have been about 54 papers that have been subscribers to the INS for ten or more years. There are 17 papers in the Hearst chain, all of which are subscribers to INS. All of the Hearst newspapers have been subscribers to INS from the time Mr. Hearst bought them, but I am not sure how long Mr. Hearst has had all his papers. My recollection is that he has had all his present papers for more than ten years, and if so, the total number would be 71. The newspapers that are now being published by the Hearst interests are:

[fol. 2649] Los Angeles Examiner.
Los Angeles Herald Press.
Oakland Enquirer.
San Francisco Call Bulletin.
San Francisco Examiner.
Chicago American.
Baltimore News Post.
Boston American.
Boston Record.
Detroit Times.
Albany Times-Union.
New York Journal American.
New York Mirror.

Pittsburgh Sun-Telegraph.
San Antonio Light.
Seattle Post Intelligencer.
Milwaukee Sentinel.

(Brochure of INS was marked Defendants' Exhibit No. 18-U for identification, April 21, 1943.)

All of the 17 Hearst owned papers which I have mentioned are members of AP except the Oakland Post-Enquirer and the Detroit Times. It is my recollection that The New York Evening Journal, The New York Mirror, the Baltimore News Post, Detroit Times, the Los Angeles Herald Express and the Oakland Post Enquirer are the Hearst papers that subscribed to UP in addition to either the AP or INS. All the Hearst papers take the INS.

We have just started our sales campaign for International News Service; we spent several years in just building up its character and building up its reputation, and now we have started selling since about the first of the year. We sold 33 clients in three months, the last three months, and today we signed with the Philadelphia Record. That makes 34. As compared with the list of clients of INS as of September 30, 1941, as shown on Defendants' Exhibit 9, and the additional list of newspapers which you read into the record and which were not on Exhibit 9, I believe we have more clients today; we have lost some clients and put some on. I do not know the net number as of today. [fol. 2650] I can only tell by our profit; our profit has increased lately, so I assume that our number of clients has increased. I will find out the number of American newspaper clients of INS as of today, or some day near this.

Until recently we had a sales manager and a couple of salesmen out on the road selling INS service, but in the last few months we have turned all of our men loose on it, because they are ready now to sell the service, and we have been very successful in it. We are putting on a vigorous campaign to sell INS service. Since the first of the year we have sold 34 subscribers.

Page 32 of the blue book, Defendants' Exhibit 16 for identification, which you have shown me, relates to International News Photos. It reads:

"International News Photos (INP) is the greatest picture-gathering organization in the world, with news

and feature photographs obtained from all parts of the world by radio, wire and air mail. Photograph service of every kind can be furnished to meet the special requirements of all types of publications. For a description of these services consult the main section of this catalog and for price write to the authorized King Features Syndicate sales agent for your country."

I believe the INP is the best picture-gathering organization in the world. The INP department of King Features supply news photos to this hemisphere and to Australia and London, but prior to the war it had a world-wide service. Part of this service is the transmission of pictures by wire to some of our newspaper clients, chiefly the Hearst newspapers. We use sound-photo transmission. Sound-photo is a machine which transmits the picture over a leased telephone wire to a receiver, which records the electrical im- [fol. 2651] pulses and transcribes the picture. All machines are operated simultaneously all over the country. That is done through leased telephone wires which we lease from the A T & T. We send it for 24 hours a day, on a 7-day basis, on one line of 869 miles, between New York, Philadelphia, Washington, Baltimore, Cleveland, Toledo, Detroit and Chicago; and then from Chicago we have a wire that is a short term wire of 30 minute periods, with a circuit operating between New York and San Francisco, and down to Los Angeles. From Chicago to San Francisco and down to Los Angeles the mileage is about 2,300 miles. We have a short circuit from Chicago to Milwaukee and from New York to Albany. These are short wires, operated for short periods.

In addition to those circuits it is possible for INP to send a picture by sound photo to any place in the U. S. where there is a receiving machine at the other end; and from the various circuits any newspaper can be connected up with those circuits and receive the INP photos by sound photo, that is, any newspaper outside of a Hearst city. International News Photos are produced by the Hearst newspapers chiefly. We buy foreign pictures and some domestic pictures, but our chief source of supply is the Hearst newspapers. Obviously they do not sell their own production to their competitors. INS is exclusive for simul-

taneous release, but frequently in some Hearst newspaper with the permission of the editor, we are allowed to sell our pictures for post-release to the Rotagravure section after its publication in the Hearst paper. For, example, here the New York Times buys our pictures after they appear in the Hearst papers and use them in their magazine section. I cannot say whether this is with the consent or whether it is a practice. For example, in New York City we never get any consent, it has been a practice for many years. We sell a post-release service that way in some cities. [fol. 2652] In other cities we do not bother with it.

About twenty good pictures a day are sent out daily by INP for wire transmission. There may be some feature pictures, but about twenty good pictures a day is all a paper can use.

A great part of our business is apart from newspapers. We send out about 50 pictures in addition to those that are sent by wire. There are about 75 including those sent by wire. The INP service includes transmission of pictures by wire, the sending of mat forms of photos to clients of the service, and prints by mail. A print is just an ordinary picture. We send out 75 between all three forms. I am talking about the regular service. Some newspapers require, for example, society pictures, and other papers want special sports coverage, etc.; and we make probably five or six hundred pictures a day; but no newspaper gets regularly many more than 50 pictures a day. The specialty pictures that we have we serve to individual papers. The strictly news photos run about 50 to 75 a day; some are transmitted by wire and some as prints and some in the form of mats.

In addition to those pictures I cannot tell how many more we distribute on the average daily of other kinds of pictures. We buy or produce about 500 a day. For example, yesterday the President's trip was released. In the service we *we* would serve a newspaper half a dozen of those pictures—that is as many as any New York paper will use—but twenty or thirty pictures have been received, and some papers may want all the pictures to get out a photogravure. Apart from Sunday editions, very few papers around the country use more than fifteen or twenty pictures a day, outside of the pictorial papers like the Daily News and the Daily Mirror and the Hearst papers. The

[fol. 2653] average paper, the run-of-the-mine paper, uses not more than half a dozen prints a day and probably ten news mats a day. If they use ten, we are very lucky.

INP has a regular staff, including the New York and Washington offices, of about 150 employees. There are also photographers who are not employed by INP, but who supply pictures from time to time. They are called string photographers. We have one in every town in the U. S.—in fact, in every town in the world. INP has a feature picture service as distinguished from a spot news picture service. It supplies this feature picture service to newspapers and magazines and books—anybody that wants to buy them. We sell to every magazine; they all buy from us. It is a function of INP service.

INP has arrangements for the transmission of pictures by cable. We send out pictures both by cable and radio from London and from Australia and from Hawaii, and before the war we sent them from Germany and from Paris. Russian photographs were sent by the Russian government and still are; we do not control that. We have an arrangement for the transmission of pictures by cable from South America, the same cable arrangements that we have with Europe, from Buenos Aires north. It drops at Rio and Montevideo. We can send pictures by wire from and to South America, but there is very little requirement for it.

South American news and pictures cannot be sold to America; despite all of the good will and good neighbor gestures that are made, the newspapers will not give space to it. The South Americans are interested, however, in getting the news photos from here. We have quite a large business with news photos to South America; we are sold out, in fact every paper in South America is buying the news photos. And the government itself supplies an enor-[fol. 2554] mous mat service. I mean the United States government. This goes through the Office of Coordination of Latin American Affairs, of which Mr. Nelson Rockefeller is the head. The South Americans have an enormous interest in anything that happens here, but we do not expect to be able to excite people here about them.

INP has the largest and probably most extensive picture morgue in the world. We have been in business for more than 40 years, and I think probably near 50 years. Mr. Hearst was the pioneer in the use of photograph illustra-

tion in newspapers, and spent a large fortune both in the acquisition of morgues from other agencies and in the hiring of photographers to get important pictures. We have over a million pictures catalogued and we are still working on it. The morgue contains pictures from all over the world.

We developed the speed-ray camera with the help of M. I. T., and we have developed practically every important new device in photography, including the new flashlight bulb. One man took a picture of Mr. Hearst some years ago at a Los Angeles banquet, and the powder flash exploded and hurt one of Mr. Hearst's guests. That was the beginning of the flashlight bulb. We had to go out and invent it. We worked with the General Electric people, and it involved tin foil on the inside of the bulb. They were pretty crude at first. We started the sound photo long before anybody else used it. It was a very crude affair used by an ordinary telephone, and we sent it through a receiver by telephone. The first picture was sent to us that way. INP was the first to send a photograph over a telephone wire.

We invented various developments, including various kinds of paper which we experimented with for many years. We invented a long range—what we call a Big [fol. 2655] Bertha—camera for taking pictures of baseball games from the gallery. We had the first infrared photographs, the magic eye. We used the first so-called contact film, where a camera could be used indoors, to take trials and churches, etc. Mr. Hearst and his editor Holly were pioneers in all that photography. The speed-ray camera can take a picture as fast as 1/100,000 of a second. It was first developed by INP, but is not used exclusively by INP today. Now everybody uses it.

The wire photo system of AP is the wire photo system of the American Telephone & Telegraph Company. From the standpoint of a newspaper taking a photographic service by wire, there is no difference between the services, the fidelity of detail and the reproduction of a photograph on the AP system and our own on a leased wire, because there is no interference at all in the transmission of the signal. The wire is open and as long as there is no interference the reproduction of the signal is 90 per cent perfect, which is good enough for any photograph. However, the use of time circuits, which we have as I say

between Chicago and Milwaukee and New York and Albany, is not as good as the AP leased wire or our leased wire. However, it is satisfactory. As between AP and INP service over the leased wires, I do not think there is any material difference in the legibility of the reproduction. We think ours is a little better, but there is not much difference.

As a matter of fact the AP uses a better wire than we do, but as long as you have no other signal coming over it makes no difference. The AP wire is highly tuned and highly powered. We use the ordinary telephone wire, and they use a special wire. We do not know, we cannot prove that; the answer is the result is not very much different, whether they do or do not. At one time the A T & T tried [fol. 2656] to sell us such a wire, and we asked them to show the improvement that we would achieve by taking it, and they were unable to do it. Whatever the facilities of the AP are through the use of A T & T wires, those facilities of the same character are available to INP if INP wanted to use them, with the exception of the making of the transmitting and receiving machines, which differ slightly from The New York Times and Acme. Each of the picture services has its own ideas as to which is the best transmitting machine and the best receiving machine. They are all about the same caliber, whether the INS comes over better or the AP comes over. There used to be a great argument about that years ago. They are all the same now. Our machines are available to anybody who wants to use them. We have rights under the A T & T patents for their machines; we have complete rights. All these machines are in the public domain, and they went down to the Patent Office and found it was almost all public domain.

INP maintains bureaus and offices outside of New York. From my recollection I would say the different ones are in Boston, New York, Philadelphia, Baltimore, Washington, Miami, Toledo, Pittsburgh, Detroit, Cleveland, Chicago, Milwaukee, San Francisco, Los Angeles, Seattle, San Antonio and Dallas, and probably others that have escaped my memory. Before the war we had offices all over the world, and we still have in the areas that are unoccupied by the enemy. There is a regular flow of pictures back and forth. We have no bureau or office in Russia because all of the pictures have to be cleared through the government; as a matter of fact they send them to you.

We have an office there, but we get what they tell you you can have.

[fol. 2657] The blue book, Defendants' Exhibit 16, contains a description of the features which are available for distribution by the feature department. Those features include daily and Sunday comics, fiction and non-fiction features, sports articles, largely magazine features, such as cooking and beauty and fashions, miscellaneous things such as editorials, inspirational articles, Sunday Magazine pages, and maps. These features are available for distribution to American newspapers. They are all newspaper features.

Most American newspapers use comics. That is true of both morning and afternoon newspapers. Comics are considered by newspaper men to be an important part of the paper; comics have the largest reading traffic of any element in a newspaper. They are the particular feature in a newspaper which is read by more purchasers of the paper than any other feature of it. That is proved by the survey made by the ANPA and other agencies. Next to the character of the newspaper, the comics are the second most important element in the circulation of a newspaper. By character of the newspaper I mean the integrity and history of the newspaper. The feature department of King Features Syndicate have a large number of comics available for distribution to American newspapers. Compared with the other feature services, comics in quantity are the largest in number. The factors which determine the quality of a comic are two: First, how many newspapers like it; and second, the percentage rating in comparison with comics of other syndicates as exhibited in the surveys and research made by the Bureau of advertising of the ANPA. And in that degree the comics of King Features Syndicate rank in the majority of the first ten comics in the country. AP comics do not rank in the first ten comics of the country. Chicago Tribune is second, and second by [fol. 2658] only a hair. UP is one of the first ten. King Features Service have a majority of the first ten. The number escapes me, but I believe we have five. The Chicago Tribune has four and the United Features Syndicate has one.

We provide fiction for newspapers such as the Werfel story of Joan of Arc, and the Human Comedy by Saroyan. We get all of the Book of the Month fiction, and also buy

the best seller fiction and distribute it to newspapers. That fiction is published serially in the newspapers. I do not know whether that service is provided by AP. The NEA provides a service, that is a Scripps outfit. We do not know that the AP has a fiction department; we have never run into it. We also supply mystery and adventure stories for publication serially in newspapers and short novelettes also. We also supply non-fiction short books for publication serially in newspapers. Such things as "Behind the Ballot" by James A. Farley, "The Life of Roosevelt," by Emil Ludwig, "Farewell to Sport" by Paul Gallico and others. Our feature department also supplies daily sports columns and sports pictorial page. It supplied a column called "The Turf," concerning horses, for several years; but we discontinued that.

The mat service of INP is distributed through the feature department of King Features Syndicate, Inc. Page 16 of the blue book states the coverage of the mat service; it reads—

"1) International Illustrated News mats comprise the fastest picture-mat service in the country.

2) Daily mailings are made from New York, Cleveland and San Francisco and special news-breaks are services from bureaus throughout the country, insuring fastest possible delivery.

[fol. 2659] 3) Telephone photos, obtained by stations strategically located, are distributed daily from your nearest mailing point.

4) From the latest international development to a simple, but gripping human interest picture, IIN news-picture mats give you complete, quick, accurate coverage and picture preparedness."

Those statements are accurate. The feature department also has a service called the "Home Institute Service." This is a service which was developed by King Features Syndicate. The service comprises small patterns which we provide to newspapers to publish in their newspapers, both for dresses, aprons, household garments and also needle craft patterns for crocheting; and the reader sends in money to the newspaper for the patterns, the newspaper sends the money and the request to us, and we fill it. We

sell a little over ten million patterns a year. Over five hundred newspapers subscribe to that service from King Features Syndicate. It is a popular feature with newspapers. It is a very good drawing feature and also brings in a lot of money to the newspapers. They get a percentage of the money that is sent in by the readers. The volume of business done by the Home Institute Services of King Features is by far the largest of its kind of any of the news agencies.

We also have a Weekly service department of tabloid-size feature magazine pages; that is a weekly tabloid that is published on Saturday in the New York Evening American and the Chicago Evening American and made available to newspapers outside those two cities. They include a fashion page, several illustrated news pages, a short story page, and a color page. That service is sold to probably 30 newspapers.

[fol. 2660] We also have various miscellaneous features which are available for distribution by the feature department of King Features Syndicate, such as cartoons like "Believe it or not." That is one of the best features in the newspapers. There are the Dionne Quintuplet pictures, Damon Runyon's column, Walter Winchell's column, Mark Hellinger's column and various miscellaneous columns and features. The feature service which I have been describing is available both weekly and daily. We have a series of columns concerning New York written by Walter Winchell, Dorothy Kilgallen, Alice Hayes and Louis Sobol.

We now syndicate only one financial column. We have two financial columns on the wire; the syndicate has only one. Dr. Louis Haney is the writer of the syndicate financial column. We also have a financial column on our Daily News Service wire by Merrill Ruckeyser. The latter financial news column is a part of our general news service to the clients of INS, that is to the morning wire clients.

We also have a magazine page for daily newspapers and a magazine section for Sunday papers. The magazine page for the daily papers goes to about 100 newspapers. I do not know what their total circulation would be. The Sunday magazine service goes to very few newspapers, not more than 30. We also have a Good Housekeeping page service. That is not widely circulated; it goes to about 30 papers. As a part of our feature department we have an editorial service which consists of editorial columns for

the editorial page, by Paul Mallen and other editorial writers. Mr. Mallen ranks as one of the two most widely distributed Washington columns. He is syndicated to about 200 newspapers.

We have a service which we call Fashion and Beauty, and also a bridge service, a puzzle service and a movie service. We have a service of features also for weekly [fol. 2661] newspapers. That is a very simple budget of features which is provided for small town weekly newspapers, which includes several news mats, an editorial feature, a Washington column, several cartoons, and home-making features. I do not know how many newspapers subscribe to that service.

The Central Press Association is a department of King Features Syndicate which has its headquarters in Cleveland; it was a syndicate that I bought several years ago and consolidated it with King Features Syndicate, and it was organized as the competitor of the Newspaper Enterprise Association, which provides a great number of features to a newspaper at a set price. The newspaper can use whatever features it wishes out of the budget. That is popularly called the NEA, asd it is owned by the Scripps-Howard interests; that is, by the same interests that own the United Press Associations. This service includes news mats and an editorial page and a sports page and a comic page; and the small town newspaper that cannot afford to pay large sums of money for important features can buy all these features within their pocket-book. There is a full description of that service on pages 27 and 28 of the blue book.

King Features Service, Inc., through its various departments, supplies a complete feature budget comprising news feature stories, with and without illustrations, news cartoons, comic strips, and a full budget of departmental features. The various services provided by King Features Syndicate, Inc., are sufficient to enable a newspaper taking those services to publish a full and complete newspaper in the U. S. All it has to have is a soul and its local news and our stuff and it can publish a newspaper.

(Adjourned to April 22, 1943, at 10:00 A.M.)

[fol. 2662] (New York, April 22, 1943, pursuant to adjournment.)

Continuation of the direct examination of JOSEPH V. CONNOLLY.

By Mr. Pfeiffer:

The Witness: The papers which you show me are letters to salesmen by a member of the sales department of INS. They relate to the record of our comparative performance in getting news. They are letters about scoops and beats of INS.

(28 pages of letters to salesmen from sales manager of INS were admitted in evidence and marked Defendants' Exhibit No. 18-V for identification, April 22, 1943.)

The paper which you show me is a reproduction of the cover of the Editor and Publisher year book of January 31, 1942. On the inside of the cover there is an advertisement which reads "KFS King Features Syndicate, Inc. for Features.

INS International News Service for News.

INP International News Photos for Pictures."

(Advertisement in Editor and Publisher year book of January, 1942, was marked defendants' Exhibit No. 18-W for identification, April 22, 1943.)

The paper you show me is a message from Denver Post to International News Service headquarters dated yesterday. This is a typical inter-office message which tells how the newspapers of the country use our material as compared with AP or UP material, and this tells of the Denver Post, which is one of our clients:

"Extra banners and smashes INS on Japs execute U. S. Tokyo raiders, we way ahead here. Tregaskis and early Bors also take smash top page one play, giving INS clean sweep in Post."

[fol. 2663] (Inter-office telegram dated April 21, 1943, from Denver Post to headquarters of International News Service was marked Defendants' Exhibit No. 18-X for identification, April 22, 1943.)

The paper you show me is a follow up of the message which clarified the time of our beat. It is a supplementary message, and it reads:

"We seven minutes ahead AP on flash; three minutes ahead UP which flashed only that 'American Prisoners executed by Japanese' and just got around to execution of Doolittle fliers as first take of our second lead cleared."

This supplementary message merely gives the time by which we beat these other press associations on this story yesterday of the execution of the boys of the Doolittle squadron by the Japanese.

(Supplementary message from Denver Post to headquarters of International News Service dated April 21, 1943, was marked Defendants' Exhibit No. 18-Y for identification, April 22, 1943.)

The date of the consolidation of the New York Journal and the New York American was January 25, 1937. I was appointed the general manager of the Hearst newspapers on July 25, 1938. I announced my resignation on December 3, 1939, but I carried on for several months afterwards until my assistant could return to my office and take my place. I became executive vice-president of the Hearst Corporation on October 26, 1938 and resigned that position on March 14, 1939. I became president of KFS about ten years ago. I can get that record for you.

The paper you show me is an advertisement of INP that appeared in the Editor and Publisher on August 30, 1941. The advertisement has to do with the announcement of the inauguration of 'round-the-clock sound photo service [fol. 2664] to newspapers east of Chicago. It announces the installation of a leased wire between New York and Chicago and several cities on the route. It also speaks of special leased wires which will connect other cities under that main trunk line. It states that such an arrangement means the instant availability of spot news pictures by means of speediest and most modern transmission facilities; and also that for the first time newspapers will be able to have fast 24 hour sound-photo coverage at reasonable rates.

(Advertisement in Editor and Publisher of August 30, 1941, was marked Defendants' Exhibit No. 18-Z for identification, April 22, 1943.)

The paper you show me is a reprint of the Editor and Publisher, issue of August 2, 1941, and is an advertisement of INP entitled "INP encompasses the picture field."

(Advertisement reprinted from Editor and Publisher for August 2, 1941, was marked Defendants' Exhibit No. 18-AA for identification, April 22, 1943.)

The paper you show me is one of our several services of news pictures in mat form. This particular issue shows part of a day's service in IIN, which is a department of INP which issues International News Photos in that form. On the other side is shown a sample of another type of service in picture form which is called the Day's News in Pictures, and that is in full page mat form for newspapers that wish to use it in full form and not to break it up into separate units. We supply several pages of pictures in mat form for any newspaper that wishes to buy it. This is the sample of one particular type of page. We supply daily special illustrated pages of this kind of mat form. The newspaper receives our mats and stereotypes them and puts the flatcast into their forms. This particular sample shown to me is a reproduction of a day's service of indi- [fol. 2665] vidual mats sent out of New York City to newspaper in this area, plus a pictorial page sent out of Cleveland to newspapers in that area. We have that service for various parts of the country.

(Paper headed "International Illustrated News" was marked Defendants' Exhibit No. 18-BB for identification, April 22, 1943.)

INP has 150 employees. KFS, including the special writers, has about 600 employees in the feature department. These include the staff employees plus the other part-time employees. I do not know the total number of employees of King Features Syndicate, Inc. I will ascertain that figure for you.

I am familiar with the war picture pool. It is simply an agreement made with the INP and the Acme Pictures and AP and Life Magazine whereby, instead of all four agencies sending their photographers on battleships and to various battlefronts, that the pictures will be made by one photographer from each, thrown in the pool, to represent all four, and these pictures are distributed simultaneously

and equally to all four agencies. So that, for example when Mr. Roosevelt went to Casablanca our photographer was the man who was drawn in the pool; and the photographs which were made of the historic visit of Mr. Roosevelt to Mr. Churchill in Casablanca were made by Mr. Sheehan and distributed equally and simultaneously to all the other agencies. I do not know whether there were any AP or Acme or Life photographers there. So far as the pool was concerned Sheehan of INP represented the pool. In the recent visit of Mr. Roosevelt to Mexico an AP man went down, and the AP man provided us with all the pictures.

That war picture pool was worked out and created under the direction of the War and Navy Departments. It is an oral agreement but supplemented by certain written letters [fol. 2666] authenticating our understanding at various times. There is no contract; any man can withdraw from it if he feels he wants to. I think any other agency or newspaper can go into the pool if it so desires, but I do not think any have offered to come in since then. I believe anyone can come in. This happened so long ago that I cannot remember exactly what took place at the time. My notion is that anyone can come into that pool if they wish to pay their proportion of the expense. And there is not any likelihood that anybody else would want to be bothered with it except these three main agencies and Life Magazine. I would say that the pool was set up sometime before Pearl Harbor. Under the arrangement of the war pictures pool all of the pictures which are made by photographers employed by the pool are made available to the United States government. That was part of the arrangement which was approved by the War and Navy departments.

Other special sources of war pictures are the Russian Information Service, open to all agencies, the pictures of Russia's participation in the war. That is done through Sobfoto and through various publicity propaganda agencies of the Russian government, both here and in Moscow, and in London too. Those Russian pictures are available to anyone who wants them. There is also the British Information Service; various British propaganda agencies provide numerous pictures of the British participation in the war. They are available to anyone. The

Australian Information Service and the various Australasian agencies make available to all picture agencies of the U. S. the pictures of their participation in the war. Any newspaper can get these pictures that wants to get them. They do not buy them because we provide them for them. By "we" I mean INP, AP and Acme Pictures. The Chinese Information Bureau in New York provides pictures free to all picture agencies, and to individual newspapers if they want them. Of course the U. S. Signal [fol. 2667] Corps provides a great many pictures to American agencies. The pictures are taken by camera men assigned to U. S. Signal Corps units. These camera men are enlisted men and officers of the U. S. Signal Corps, and those pictures which are taken by the Signal Corps are available to all news agencies and all newspapers, excepting of course those subject to censorship, and that applies to all I have been speaking of. In fact that applies to every was picture that is taken, so far as it can be enforced.

Cross examination.

By Mr. Lewin:

When I said that the pictures taken by the representative of the pool, war picture pool, were distributed to all the other agencies I meant all the other agencies who were parties to the pool, and not agencies who were not parties to the pool.

The various Hearst corporations and their respective positions in the Hearst newspapers organization are as follows:

American Newspapers Incorporated is the parent corporation.

A second corporation is the Hearst corporation, which in turn owns the stock of the Hearst Consolidated Incorporated.

The Hearst Consolidated Incorporated in turn owns the stock in the various Hearst Newspaper corporations, such as New York Journal American, the Baltimore News-Post, the Pittsburgh Sun-Telegraph and others.

The American Newspaper Incorporated in turn owns the stock of several other Hearst newspapers, such as the New York Mirror, the Boston American and Albany and Milwaukee papers.

The Hearst Corporation owns stock in the King Features Syndicate, Incorporated. The Hearst Corporation owns the Hearst Consolidated and also owns the stock in King Features Syndicate, Inc. and other publishing cor- [fol. 2668] porations such as Hearst Magazines, Incorporated.

The American Newspapers Incorporated owns in addition to stock in newspapers the stock in real estate companies, radio stations and other activities of the Hearst enterprises. The American Newspapers Incorporated in some instances is an operating company in connection with mines, and I think they also have operating branches.

As to the Hearst Corporation, the corporate setup has been changed within the last two years, and I think they are still an operating company in the publishing field. The Hearst Consolidated Incorporated is an operating company in the publishing field. They had newspapers like Baltimore—I do not know whether a corporate change has been made yet or not, but they had Baltimore as a separate operation apart from the other group. That is, they operated the Baltimore papers directly. They also held the stock of various other Hearst newspaper companies which operated separate newspapers. They operated or managed the affairs of all the other companies, and the management of their editorial, circulation and advertising. The general manager of Hearst Consolidated is the operating boss of each subsidiary company staff. For example, Mr. Gartatowsky is the operating head of Hearst Consolidated and he is the boss, operating boss, of the following properties:

New York Journal American.
Baltimore News Post.
Chicago Herald Tribune.
Detroit Times.
Pittsburgh Sun-Telegraph.
Los Angeles Herald Express.
Los Angeles Examiner.
San Francisco Call Bulletin.
San Francisco Examiner.
Oakland Post Enquirer.
Seattle Post Intelligencer.
San Antonio Life.

[fol. 2669] That list includes all the Hearst papers except the New York Mirror, the Boston American, the Albany paper, the Milwaukee paper and the Boston Record. Those five papers are subsidiary corporations of American Newspapers Incorporated. The operating boss of those companies is Mr. Martin Huberth. They are all subsidiary companies, but Mr. Huberth is the boss of those papers and all of their operating problems are taken to him for decision. Mr. Huberth is between New York and California.

I am director now of King Features Syndicate, Inc. and of American Newspapers Incorporated and of the Hearst Corporation. Between October 26, 1938, and March 14, 1939 I was executive vice-president of American Newspapers Incorporated, the Hearst Corporation, the Hearst Consolidated, Incorporated; I think they covered all the other corporations; I was vice-president of radio stations and other things, but they are all covered by the parent corporation. From July 25, 1938 until early in 1940 I was general manager of King Features Syndicate, of Hearst Consolidated, of American Newspapers and of the Hearst Corporation. Mr. Gartatowsky and Mr. Huberth succeeded me in their respective general managerships—in two of the general managerships I held. Mr. Berlin succeeded me in the Hearst Corporation as general manager and Mr. McCabe succeeded me as general manager of the radio, and several others.

While I was general manager in these companies my knowledge of the financial end of it was very limited, because I had asked that I be relieved of that when I came into the operating job. That was handled chiefly by a man named Hagelburg, who was responsible to the trustee of the Hearst Corporation, who was Judge Shearn; and they were in intimate familiarity with the financial details, which were reported to me frequently, but with which I did not burden myself. At that time I had a general [fol. 2670] knowledge of the assets and liabilities of the various companies and the nature of those assets and liabilities; and as director of the Hearst Corporation I continued to have a general familiarity with that subject.

The date of the merger of The New York Journal and the New York American was the date that The Journal American became a member of The Associated Press. Before the merger the New York American held a membership

in AP for morning but for the evening did not. After the merger the combined company acquired an AP franchise or membership for the evening paper. I should qualify that answer by saying that obviously the AP has to approve the entrance of a member. But in the acquisition of that Associated franchise, as I recall, the Brooklyn Eagle membership was acquired. My recollection is that the Journal American bought the Brooklyn Eagle franchise. I do not know whether it bought anything else from the Brooklyn Eagle. That was all after my time. I will ascertain that fact for you. I will not be able to find out the consideration paid for the purchase and a description of the assets acquired in that transaction because that is something over which I have no control.

As to whether I was consulted with regard to the merger of The Journal and the American, that took place I think about a year before I became general manager, and the general manager at that time was a man named Bitner. Some time elapsed between the merger and the date on which The Journal American acquired the Brooklyn Eagle franchise, but that did not take place during my managership. It took place after my general managership, because it was arranged by a man named White, who became associated with The New York Journal after I resigned as general manager. I do not recall whether there was any consideration of the [fol. 2671] advisability of obtaining an evening membership in the AP for the Journal American when I was general manager. The only consultation that I entered into at the time was the agreement that I made with Mr. White while he was general manager to furnish INS service to that newspaper, which I did.

The accounts and revenues and expenses of the feature department of INS and INP are kept separately. The novelty service falls within the King Features Syndicate. I am speaking about the expense of novelties, toys, stories, advertising, etc. As to whether any of the novelty service is in the INS department—under the heading novelties would come the sale of special radio programs of INS, outside of the report of news to radio stations. I can think of no other department. For example, we get out a big war book of news photos, and that would come under the novelty department. It was not an activity of News Photos; we just used their material and gave them credit for it. There

would be no expense in connection with such a project; we simply used the pictures of INP, which were in the morgue. We made a sale and the revenue would be returned to us.

The toys, stories and the advertising and the like are sold to others than the daily papers. We sell novelties to toy manufacturers, and books to book publishers, and games to game manufacturers, and we sell radio programs like Blondy to advertisers. We have regular customers for that sort of product, and also incidental customers. We sell roughly 96 different novelties; some of those are included to newspapers. For example, a premium would be sold to a daily newspaper. All our list of products, the 96 items, are sold to persons other than newspapers as well. That is, they are sold to the public too. I do not have the figure for the income from that business. The total intake [fol. 2672] for INP would be about 20 magazines, like Look and Time and Life and Cosmopolitan, Saturday Evening Post, and Colliers, and that type of magazine. As to whether I will supply you with the number of clients of the feature department, first which are not newspapers, and then the number of those clients which are not daily newspapers published in the U. S., for the year 1941, I am afraid that information would have to be given to you in one form; you understand that no novelty goes regularly to a newspaper. I do not know of any newspaper that is buying a novelty from our novelty department. The last one we had was a puzzle contest; we gave away a book. I do not think there is any today. The list that I would give you would be a list of all clients which are not newspaper clients of the feature department of King Features Syndicate of International News Service and International News Photos. I will prepare such a list as of 1941. I will give the number of clients of INS that are not daily newspapers published in the U. S., and radio stations.

As to the proportion of the total 1941 feature revenues derived from daily U. S. morning newspapers, that derived from the daily evening Newspapers, and that derived from other clients of the feature department, I do not think I could get that information for you. We take in ten million dollars a year, and I would have to go into too many items. I can give you the INS, but I cannot get the feature stuff. Our books show the revenue and sources of revenue. We could add up the revenue derived from the daily morn-

ing papers for years, but it is a long job to do that. That would involve going over 2200 accounts. I can give it for INS, because we have a relatively smaller number of accounts.

I will give you the proportion of the total 1941 revenues derived from daily U. S. morning papers, daily evening U. S. newspapers, and from clients of INS. I can do the [fol. 2673] same for INP, but not for the feature department. It would be too long a job; we haven't got the facilities for doing it.

As to how many U. S. newspapers shown in Defendants' Exhibit 9 were daily U. S. English language evening newspapers, I would say practically all. There are very few that are not; it is negligible; probably half a dozen. As to daily U. S. English language morning newspapers, the same would apply to that question. I would say a dozen in the country; a dozen foreign language newspapers; all the rest are English language papers. As to the weekly, semi-weekly and tri-weekly papers on that list, I would say not more than a dozen. I did not understand Mr. Lewin's question regarding papers published in a foreign language in the U. S. and newspapers published outside the U. S. I will describe to you those papers on the list that are United States papers published in a foreign language.

(Discussion by counsel.)

I am not any more familiar with it than you are; the list to which you refer was handed to me as the collection of clients that did not appear on this list, and I would be glad to look them over at noontime and find out whether they are weekly or semi-weekly.

Mr. Pfeiffer: I have in mind that Exhibit 9 purports to be a list of the daily newspapers in the U. S. as of September 30, 1941.

The Witness: I am to get a list of the papers in this list which are foreign language newspapers published in the U. S. daily, and also to give you a list of papers served by INS that are not published daily but are published weekly or one or two times a week, all as of September 30, 1941. I am to give a list of those appearing on that list which are published on Sunday only, and a list of those papers appearing on the list which are college papers.

[fol. 2674] I will give the same information regarding the 11 newspapers which were subscribers to INS in September, 1941 and which do not appear on Exhibit 9. This may take a little time; I may not have it this afternoon.

I do not know whether the information is available to show the total amount which INS paid to string men in 1941 and in 1942, but I will inquire. It will take some time to prepare a paper showing the total payroll at each INS bureau for the INS employees located at that bureau in 1941 and in 1942.

None of the 1,864 reporters, correspondents and string men of INS in 1942 were full time employees; very few are full time employees, if any. I would say now that a string employee means that he works if a story breaks in his community, and he is paid for it accordingly. It is true that some of them are on a weekly retainer, but it is very small. They are not part time either, they are paid only when the news breaks in their territory. Very little money is paid to them as regular income. That is true of all the 1,864. I would say that the string men would amount to nearly 1,600 of that number, and the balance of about 264 would be reporters and correspondents.

All of those reporters and correspondents are full time employees. My guess is that about 200 of the 1,864 are full time employees. I will get the accurate figure. I will get the number of part time employees and a separate figure for the string men who are paid simply as they perform their work; and I will get a similar breakdown for the figure of 207 foreign reporters, correspondents and string men.

Practically none of our radio subscribers have news bureaus. They engage to give us news and they give us tips on [fol. 2675] news and that sort of thing, but they do not gather news for us at all. As to whether they have facilities for news gathering, we do not ask them to; they are not a source of news for us at all, except information.

As to whether King Features or the INS department of King Features directly or through subsidiaries serve news to Canada, we serve the Toronto Star with special news; we send all of our bulletins of our special stories to Canada through the Toronto Star, and the Toronto Star orders the stuff sent to them over head. We formerly furnished our entire wire to them, but it is too expensive, and they have changed to this form. For example, if we have a big signed

story from a survivor of a submarine, we query them to find out whether they want our news. I believe the Toronto Star is a member of the Canadian Press. None of the Hearst companies, including King Features, has any Canadian subsidiaries. We do business through the Toronto Star which sells our material in Canada; and we do business through the British and Colonial Press, which is a rival organization, which buys part of our material and sells it in Canada and pays a lump sum for the rights to our material in Canada. We do not buy news from them.

We have no bureaus in Canada. We have our own correspondents in Canada. There are only a dozen important cities in Canada, and I will say we have a dozen correspondents there. They are all string men. As to the total compensation paid to Canadian string men for the year 1941, that would be difficult to get. It is a very small amount, because the news coming from Canada to the U. S. has not been very great.

The 1941 expenditures of INS, amounting to $2,622,744.45, include feature stories such as one movie column, by Luella Parsons who acts as a correspondent. She writes news and a column for us. Those expenses do include that. That is a [fol. 2676] news feature of our night wire. The column is regarded as spot news because it is put on the wire every day from Los Angeles and includes all the news of the movie colony, but if there is flash of the marriage of a movie star she gives us that. These expenditures would include expenditures made for INP. INS also furnishes some pictures along with the news that it mails and the feature material it mails. For example we would send a map once a week or something like that; that is about all.

These expenditures would not include such items as Milton Harker's movie column because he does not write one; he did some years ago. He is our bureau manager in Los Angeles now. His column was also a feature material largely and we gave it as part of our service, from INS, on the wire. Those expenditures would not include the expenses of Corum, Schumacher, Igoe and Powers on sports and sport features. Columns of Corum and Schumacher, or articles by them, are distributed by us without expense to us at all; we do not pay anything for them. They are not employees of ours at all; they are employees of The New York Evening Journal—I mean the present Journal American. Those columns are furnished frequently by INS to

INS subscribers, but not regularly. Schumacher, I think, is a *a* baseball reporter; and I think in the baseball season if he writes a good baseball story we use it on our wire, as we use special stories from other Hearst sports writers. "Special story" might mean feature material or it might be a piece of news.

Damon Runyon's column is included in the service which INS contracts to give. He is a reporter working for INS; he writes news covering conventions and he writes a daily column. A daily column would fall in the feature class and that column is sold by INS in its service from time to [fol. 2677] time.

As to other feature material, as distinguished from spot news, which is vended by INS in its contracts, there are humorous columns like "Bugs" Baer, a financial column by Rukeyser, a financial column by Haney, feature columns by Inez Robb, a humorous column by Kiernan, a sports column by Bob Considine, in addition to his sports coverage.

The INS expenditures which would be attributable to these feature items will amount to, on the payroll, about $3500 a week; that is for all of it. I will figure it. I figure it $3700. That would be for compensation to these contributors and their expenses, for in some cases, as for example in the case of Luella Parsons, we pay for her secretaries.

As to whether the figure of two million six hundred thousand plus would also include the expenses of transmitting such material, they are given to our bureau and put right on the wire; they are not figured separately. The figure of $3700 per week includes compensation paid for instance to Mr. Runyon for his feature articles and for his spot news articles. It includes everything. We cannot separate it. The figure of two million six hundred thousand includes in addition to the compensation paid to the feature contributors the cost of transmitting such features as well as all other cost of selling and supplying those features. It would be possible to give us an approximate breakdown of that figure as between news and features supplied by INS. There is no cost for the transmitting of those features over the wire, because that cost is in your cost of leased wire and operation; they are simply handed to the bureau and put in our regular report. They have that relative part of that cost of transmission. The relative cost would be based upon the number of words to the whole, and out of 80,000 words

[fol. 2678] this would run 5,000 words to 80,000, that would be the relative cost. As to whether that was a fair approximation of how much of this expenditure should be allocated to features as distinguished from news, on transmission cost it would naturally be 5,000 to 80,000. That would be in addition to the direct cost of the compensation to the feature writers.

United States dailies to whom we sell our various services can subscribe to each of the products of the three different departments without taking the products of the other departments. They are sold separately. The subscriber list for features, the subscriber list for pictures and the subscriber list for INS services are not identical. Obviously one name on the list may take all three. As a newspaper man I would say that it may be important for a newspaper to get particular news services or particular picture services if it desires them. The mere fact that it can obtain certain features does not mean that it might not want the features of other organizations, and the same is true of pictures and of news.

Each newspaper decides for itself what it wants in the way of news, pictures or features, and they have different tastes and different needs. I would say it is important to have the choice. We are dealing with a commodity that is not like grain, which is all alike and you cannot tell one grain from another, but we are dealing with services that are widely different. I testified yesterday that all that you needed to run or operate a newspaper was a soul and the services of King Features and your local news—you have to have money to pay for that. A newspaper that was limited to those sources would be a different newspaper from one which has other sources. As to whether it would be as large a newspaper if it were limited to those sources as it would be if it had access to other sources of news, features, [fol. 2679] pictures, etc.—if it had the news of AP and UP and it had the pictures of Acme and AP and had the facilities and the desire to print them—they would print more than they would print from us. As to whether they would have a greater variety of features, news and pictures to vend in their papers, the question is preposterous, for the reason that out of a million words a day, for example, furnished to newspapers the newspapers do not use more than fifteen to twenty thousand words; but the newspapers that have access to these various sources make the choice. On some

days they choose ours as better than UP. Some days they take UP as better than INS, and so on. So that a newspaper that was not limited to King Features would have a wider choice and would be able to vend a wider variety of pictures, features and news than one that is so limited.

I said yesterday that I did not like the word "great" but liked to talk in the terms of the words "best" or "good." I could not say that a newspaper that is not so limited would be a better newspaper than one which is limited. I think it is important for a newspaper to have this choice as to which of the stories it will print, but there are other factors to be considered. History shows that a newspaper that had and was limited as you describe it to the choice of only our features and only our news and only our pictures, creates greater revenue and greater circulation than its competitor which has the choice of all other features, all other news and all other pictures. I would think that a paper limited to our service and which was denied the choice or the right to use these other sources would be by and large as appropriate for a large metropolitan community. That has been proved in the case of the New York Journal and Chicago Evening Journal, both of which have [fol. 2680] the largest circulation; and the Chicago Daily News, which was a competitor of the Chicago American, and the New York Sun or Telegram, which are competitors with the New York Journal never approached it in circulation. As to whether these are exceptional cases, they were *the were* the only cases that were possible to use for comparison.

I doubt whether there are at present any INS subscriber newspapers with a circulation in excess of 20,000 subscribers that are operating merely with a soul, their own local news that they gather themselves, and King Features. I do not know that there are any papers in the U. S. subscribing to the INS service that fall into that category, but there may be four such evening papers. As to whether there are any others except the Bayonne, New Jersey, Times, with a circulation according to the Editor and Publisher 1942 year book of 14,217, the Wooster, Ohio, Record, with a circulation of 11,090, the Newcastle, Pennsylvania, News, with a circulation of 18,308, and a paper in Austin, Texas, which I think you indicated was the Tribune, with a circulation of 11,006, I do not include those four because

the question as I understood it limited those four to depending upon INS, King Features and INP. They are not independent; they buy other material from others besides. I do not know whether they buy from AP or UP. I do not know of any other subscribers to our service, with circulations in excess of 10,000, that do not have either AP or UP. I do not know whether it is a fact that there are only four morning newspapers in the U. S. subscribing to our service that have not AP or UP. I cannot think of any others. I know of no others than the papers which you name: the Indianapolis paper, with a circulation of 1,175, a morning paper in Winchester, Indiana, known as The News, with a circulation of 1,725, another Winchester, Indiana, paper known as the Journal Herald, with a circula-
[fol. 2681] tion of 1,725, and the Cleveland, Ohio, Daily Legal News with a circulation of 1,740. I do not know anything about the Cleveland, Ohio, Daily Legal News. From its title it indicates it is a special newspaper. I would assume that it is a newspaper for the local Bar. I do not know whether there are any other Hearst newspapers in that category today—that lack either AP or UP. No, there are none. All of them take either INS and UP or INS and AP. None of them are attempting today to publish their newspaper without either UP or AP.

I do not know whether that indicates that it is more important for those newspapers to have more wire news services than INS, but they certainly desire to do it. The managers of those newspapers have desired to have and do have, in order to operate their papers, in addition to the INS service, UP service or AP service.

(Discussion by attorneys.)

The Journal American as recently as 1941 desires AP service to such an extent that it bought up the AP franchise of the Brooklyn Eagle. I do not know that it paid money for it. I feel fairly well satisfied that it could not get it for nothing. At the time of that purchase I was a director of the Hearst Corporation, which in turn, through the Hearst Consolidated owned The New York Journal American. I was not consulted about why The Journal American obtained an AP franchise for an evening newspaper. I believe it is a fact that all or most of these Hearst newspapers carry the AP franchise on their books of account

and their statements of assets at a substantial figure. By substantial I do not mean figures running into hundreds of thousands. I do not know how much they capitalized the franchise at, either of these papers. I do not know approximately at what figure any of them carry the AP franchise [fol. 2682] on their *on their* books. As to whether *if* is true that the consideration paid for the purchase of AP papers has included large amounts for the AP franchise, I am not familiar with the size of the amount, but I will venture to suggest that they do have included in it an amount indicating an asset value for the AP franchise. As to whether in many instances that is the largest item, I would say that that is not the largest item. I would say, for example, that machinery might be larger than the worth of the AP franchise. In some instances the machinery is not worth very much; it depends on the size of the paper.

As to whether it is common knowledge in the newspaper industry that the AP franchise is placed at high figures, I can only speak about the transactions with which I was familiar, and the AP franchise was never considered in such sales. I do not know the price that the New York Daily Mirror paid for the New York American on June 24, 1927. I do not know that figure approximately. I do not know whether there was a large amount of consideration given for the AP franchise. At that time I was a director of the Hearst Corporation.

I do not know what price was paid by the Chicago Herald-American, a Hearst paper, in October, 1932 for the purchase of the Chicago Evening Post. I was not a director at the time of the Hearst Corporation.

I would like to correct testimony that I gave earlier this morning. In the transfer of the AP morning franchise to the Mirror, the Mirror did take over the franchise at that time, I said it was The Journal that became a member; it was the Mirror. As to whether the consideration paid for the AP franchise would indicate that in the opinion of the purchaser the Ap franchise was a valuable thing to have, I cannot testify to that. I sold certain Hearst newspapers while I was general manager, and at that time the [fol. 2683] worth of The Associated Press franchise was never even brought up in conversation.

The wires of INP are not used for INS news. The wires leased by INS are not used for INP pictures. They could

not be so used; the INP wire is leased for a specific purpose, and it is a different wire than the telegraph wire leased by INS for the transmission of news. I do not think that physically the INS leased telegraph wires could be used for the transmission of pictures; I am not sure; I am not a technician and I could not answer that question.

Yesterday I listed eleven American newspapers served by INS on September 30, 1941, which were not on Defendants' Exhibit 9 for identification. I will check to find out whether the following papers of those eleven were weekly or semi-weekly newspapers:

Ensley, Alabama, Industrial Press; Denver, Colorado, Catholic Register; Flint, Michigan, Advertiser, Homestown Independent; Montgomery, Pennsylvania, Mirror; the Marysville, Tennessee, Times.

The only one I know is the Catholic paper; I know that is a weekly. I will check them all for you.

The domestic newspapers, which I listed in Defendants' Exhibit 12 for identification as being supplied by INP with prints as distinguished from mats, were not all under contract. I would say very few of them were under contract. Most of them were under letter agreement which could be cancelled in 30 days or something like that. I will ascertain how many were under formal contract, how many were regular subscribers under letter agreement, and how many had no written agreement with us at all in either form. They were all regular subscribers as distinguished from incidental. I mean they took them daily. They were not [fol. 2684] receiving these prints by leased wire; they received them by mail. Only a couple of papers received them by wire outside of the Hearst papers. I will list the papers which received International News Photos by wire, outside of the Hearst papers, and will give their locations. They are all located along the leased wire which runs to the Hearst papers. Those off that leased wire get their pictures by mail. It is important to a newspaper to be able to get its news pictures by wire. As to how important, frequently there is a very important picture that is available that should be transmitted instantly. Increasingly with the news of the war that has become important; before the war it was not important, but now that the war is on it is of more importance.

There is such a thing as a scoop in pictures, and the scoop would relate to the time the subscriber gets the picture so he can publish it. It is not likely that an agency using the

mail would scoop another agency using the wire to the same subscriber.

All the subscribers taking their pictures by leased wire, which will appear in this list I am going to prepare, are under contract with INP, that is, a formal contract. I do not think there is a form for that; I think it is a letter agreement.

We had applications for INB pictures from PM in New York and from the Chicago Sun; they were not formal applications; but we were told that we could not sell our service to them if they were available. The reason for that is that the Hearst papers supplied a great many of the pictures in the INP, and as the result of that obviously we cannot supply pictures to their competitors; they would not allow us to do it. It has never arisen whether that exclusive territory would apply to the territory of circulation of each of the Hearst papers. The rule or practice is that [fol. 2685] we won't sell to competitors of the Hearst papers pictures for simultaneous release to Hearst papers in the Hearst cities. We have similar arrangements in regard to features. That is a common practice with all papers. We sell some features to non-Hearst papers in Hearst cities. That is not with the permission of the Hearst paper, because if the Hearst paper cannot buy it we sell it to the non-Hearst paper of the Hearst city. If that feature is produced by the syndicate and handled under contract we have to offer it to every paper. But we do not sell any of our features which are taken by the Hearst paper to any of its competitors or to any non-Hearst paper either. They buy the exclusive rights. That is true of all the feature material, so that the only features that we are not in a position to sell to the general newspaper trade, so to speak, are features which none of the Hearst papers want to publish.

Yesterday I identified a number of market newspapers indicating a predominant use of INS in certain papers, on leading articles from AP and UP; I believe they were marked as exhibits following Exhibit No. 18. I also identified also a brochure containing copies of similar newspaper pages, which was marked as Exhibit 19. I supplied counsel for the defendants with all of these marked, copies of newspapers, and the brochure, before they were submitted at this hearing. I produced a few papers in addition to the collection that I brought as a result of the subpoena duces tecum. I produced those papers from the files of INS or

King Features. They had already been selected or collected by the INS organization, and in so far as they were photostatic copies it is true that they had been selected by INS as promotional advertising for INS, and had been selected on that basis. All of these particular issues selected were not selected simply because in those particular issues the use of INS leading stories predominated. Some of those I think you will find showed simply the presentation [fol. 2686] of individual features in different papers, like Considine and others. The first group showed the preponderance—almost all IN presentation. They were also selected because they happened to make a showing on that particular day. That was not a fair sampling of all U. S. newspapers for that purpose.

Mr. Pfeiffer: They did not purport to be a fair sampling of all U. S. newspapers.

The Witness: I do not know whether each one purported to be a fair sample of all the issues of the particular newspaper. I cannot say that the collection was made on the basis of fairness, but rather on the basis of the interest that these newspapers showed in INS; and that was the sole criterion of the selection of those particular issues. I have not, nor has INS, ever made an analysis over a period of time of all such papers taking INS and AP, or certain papers taking INS and AP, to determine the relative use of INS over AP. That would have been a more accurate method of showing predominant use of INS over AP by such papers.

I could not testify that the particular issues which were selected and produced fairly represent the day in and day out use of INS material in comparison with either UP or AP in the particular paper. I simply brought along with me yesterday afternoon a couple that were in the brochure and to show that they were still using that kind of presentation in papers. I think I brought along one which appeared in the Augusta Chronicle, and I brought along the Johnstown Democrat; they were two that happened to come in the same day. In promotional work it is usual for the promoter to put his best foot forward, and that is what those papers represent. I did not make a study of all stories to see how many times AP beat on important stories, but a more accurate and fairer presentation of the [fol. 2687] beat records would require such a study.

I recall that last July we received an inquiry from Assistant Attorney General Arnold asking for an interview with representatives of INS for the purpose of gathering some information. The letter was addressed to my. I replied to him under date of July 9, 1942. I identify the letter which you show to me.

Mr. Lewin: I will read this into the record:

"Dear Mr. Arnold:

Thank you for your letter of July 7. I shall have Mr. Seymour Berkson, our editor, and Walter Moss, our business manager, call upon you next Friday or Saturday if that is convenient for you. We shall be glad to cooperate with you.

Sincerely,

J. V. Connolly, President."

The Witness: Mr. Berkson was the manager of the night side of INS, and Mr. Moss was the business manager. It is true that those gentlemen did come to Washington and have an interview with you about July 15, and they reported back to me the substance of their interview. In the course of that interview you asked them to prepare certain information for the Government, and that information appears upon this paper you now hand me.

(Paper headed "Items upon which we desire information relating to the INS" was marked Plaintiff's Exhibit No. 6 for identification, April 22, 1943.)

The gentlemen explained to me that they were asked for the roster of newspaper subscribers of INS as of August, 1942, and I authorized them to comply with the request. Mr. Berkson prepared written responses to these inquiries, [fol. 2688] before submitting them to you he took them up with me and obtained my approval. I was satisfied that the information so supplied was accurate.

(Document headed "King Features Syndicate, Inc., International News Service Division, Question No. 1," was marked Plaintiff's Exhibit No. 7 for identification, April 22, 1943.)

I believe Plaintiff's Exhibit 7 for identification accurately and correctly lists the newspaper subscribers of

INS as of August 1, 1942. Those subscribers are divided as between those taking the night wire and those taking the day wire. The morning papers fall into the night wire *cal*ssification and the evening papers fall into the day wire *cal*ssification. It is not true that the newspapers which appear on both lists are newspapers publishing both morning and evening editions. A newspaper that publishes an evening edition may take both the morning and evening wires. Some of them may only publish in the evening or the morning, as the case may be; but some of them publish so-called round-the-clock newspapers. Plaintiff's Exhibit No 7, in addition to giving the names and addresses of the subscribers of INS indicates the type of service each receives.

The term "printer" means that the news is received by that newspaper by telegraph on a receiving machine which automatically prints the copy, all by leased wire as distinguished from overhead or telegraph. As to a definition of "carbons," carbon copy means that the bureau in that city supplies to the newspaper a carbon—a carbon copy of the news report which comes into the bureau, or it is sent by mail from the bureau—by mail or by messenger to that paper. That is, where the newspaper subscriber is in the same town with the bureau it is sent by messenger; and where it is in another city it is sent by mail—or by train or trolley car. The term "Pony" means that at [fol. 2689] different periods in the day various newspapers get on a telephone wire and the condensed report of the news of the day is sent to them in 15 or 30-minute periods. They transcribe it over the telephone. As to how many installments of that kind a morning paper would get—the subscriber to the pony service—that is different; sometimes only 30 minutes a day, sometimes an hour a day. Each paper has a different amount; it depends on the requirements of the paper. "Pony-Carbons" are carbon copies of the condensed service which is sent to the nearby paper by mail or by messenger—not by telephone. In the average case, there would be a wordage of about one thousand or two thousand words a day. The term "Adv. News" means advance news; we get that out in printed form and mail sheets—only sent by mail. That is feature news. The term "Protection" on that exhibit means an arrangement whereby any news of great importance or interest to the local newspaper is telephoned or telegraphed to it from

our branch bureau; that is to say they have no regular flow of news, except they are protected on important news or news of particular interest. We call the pony subscriber at regular intervals. "Protection" means we call him when in our judgment we think there is something he would like to have; and he has the right to call us if he thinks we have something of particular interest to him. The volume of news moving to a person who has that type of service is very unimportant.

The paper which you hand me and which is headed "King Features Syndicate, Inc., International News Service Division, Question No. 2" purports to be a list of the newspaper subscribers to INS as of August 1, 1942, which were under contract with INS to give INS their local news. I would say that that list accurately and correctly reflects all of the subscribers in the category as of that date. As to whether the obligation of the Times-Herald of Wash- [fol. 2690] ington, D. C., to furnish local news has been stricken from their contract, I am not sure; but they give us all their local news, I know that. They give us their local news and their pictures, both.

(Paper headed "King Features Syndicate, Inc., International News Service Division, Question No. 2," was marked Plaintiff's Exhibit No. 8 for identification, April 22, 1943.)

In the check I am going to make, I will eliminate from the list, or put in a separate list, those newspapers under contract with INS where the obligation to furnish local news has been stricken from the form. Question No. 3 related to the list of INS news bureaus with their territories, and what you hand me purports to be the answer to Question No. 3 and I identify it as such. I believe it correctly reflects the list of 31 bureaus. Little Rock, Arkansas, is listed as a bureau. I believe the Little Rock bureau is a radio station bureau; I do not think that is a news bureau, but I am not sure about it. I am not familiar with Tulsa, Oklahoma, but I will check to see whether or not it is a bureau and whether it has a full time employee at the bureau.

(Paper headed "King Features Syndicate, Inc., International News Service Division, Question No. 3," was marked Plaintiff's Exhibit No. 9 for identification, April 22, 1943.)

In answer to Question No. 4 Mr. Berkson referred you to his answer to Question No. 13.

(Paper headed "King Features Syndicate, Inc., International News Service Division, Question No. 4," was marked Plaintiff's Exhibit No. 10 for identification, April 22, 1943.)

That question (No. 4) related to the number of full time employees in each bureau, and the answer appears in the [fol. 2691] answer to No. 13.

I identify the answer to Question No. 5, which concerns the payroll expenses of INS, the total payroll expenses of INS for the year 1941. The answer correctly sets forth the total payroll expenses of INS during that year.

(Paper headed "King Features Syndicate, Inc., International News Service Division, Payroll expense for the year 1941, Question No. 5," was marked Plaintiff's Exhibit No. 11 for identification, April 22, 1943.)

As to whether the answer of Mr. Berkson to Question No. 6, which asked about contracts between INS and cable and telegraph companies, to the effect "We do not have any" is true, It does not include the American Telephone & Telegraph Company. Today we have a contract with the Commercial Cable Company; we did not have one at that time; and I would have to look up to see our relation with A T & T, whether it is in written form or not. I do not think of any other cable or telegraph companies with which we might have contracts—formal contracts.

(Paper headed "King Features Syndicate, Inc., International News Service Division, Question No. 6," was marked Plaintiff's Exhibit No. 12 for identification, April 22, 1943.)

I identify Mr. Berkson's answer to Question No. 7, which you now hand me, and will state that that is about the correct figure of the total number of leased wires of INS as of August 1, 1942. As to whether there is a slight discrepancy between the total figure and the figure I gave yesterday, there would be naturally changes going on all the time, cancellations and additions, and that accounts for the difference.

(Paper headed "King Features Syndicate, Inc., International News Service Division, Leased Wire Expense, [fol. 2692] marked Plaintiff's Exhibit No. 13 for identification, April 22, 1943.)

I identify Mr. Berkson's answer to Question No. 8 regarding the total leased wire expense of INS in each of the years 1941, 1940 and 1939, and I believe that expense is accurately reflected in that answer.

(Paper headed "King Features Syndicate, Inc., International News. Service Division, Question No. 7," was Question No. 8" was marked Plaintiff's Exhibit No. 14 for identification, April 22, 1943.)

Question No. 9 asked for the number of cities in the U. S. connected by leased wires of INS. Mr. Berkson's response stated, "That is covered in answer to Question No. 1." From my notes here there are 188 cities from that list located in the United States. For the purpose of that count, any town that has a printer comes within the category of city; so that really is a list of those town where the printer has been set up to receive INS news.

(Paper headed "King Features Syndicate, Inc., International News Service Division, Question No. 9" was marked Plaintiff's Exhibit No. 15 for identification, April 22, 1943.)

I identify Mr. Berkson's reply to Question No. 10, which related to total news expenses of INS during the year 1941. The paper you hand me correctly shows the total news expense as of that date divided between total news expense and total traffic expense for handling that news. The total news expense is broken down into the item for domestic news gathering and foreign news gathering, in that order. The total traffic expense is broken down between the traffic department expense and the depreciation on equipment, in that order.

(Paper headed "King Features Syndicate, Inc., International News Service Division, Question No. 10, News [fol. 2693] Expense, Question No. 10, Traffic Expense" was marked Plaintiff's Exhibit No. 16 for identification, April 22, 1943.)

These figures of expense would include, in addition to the expense for gathering and disseminating news as such,

the expense of gathering and disseminating such feature material as INS sells its subscribers.

I will identify Mr. Berkson's reply to Question No. 11, which related to the number of state circuits which INS had as of August 1, 1942. That paper correctly reflects that there were such state circuits in the following states: Pennsylvania, Ohio, Indiana, Iowa, Illinois, Texas, California, Michigan and New York, and no others as far as I know. That was the situation I had in mind when I testified yesterday that INS had state circuits—INS had comparatively few state circuits, furnishing local news to local subscribers in those states, as compared with AP.

(Paper headed "King Features Syndicate, Inc. International News Service Division, Question No. 11" was marked Plaintiff's Exhibit No. 17 for identification, April 22, 1943.)

I identify the paper which you hand me, which purports to be Mr. Berkson's answer to Question No. 12, which related to the number of words, the average number of words furnished morning papers in Chicago, evening papers in Chicago, Washington morning papers and evening papers in Washington, as of August 1, 1942. It correctly sets forth that information. The wordage of 14,400 which appears for racing news daily except Sunday has been eliminated during the year 1942 by INS. I think that particular wire was eliminated sometime in the year 1942, so that as of today that item would be eliminated from the calculation of wordage, and the same thing is true of Washington.

Mr. Lewin: The pencil notations on Plaintiff's Exhibit [fol. 2694] No. 16 were not on the answer supplied by Mr. Berkson. They appear in a subsequent letter from Mr. Berkson which I will offer later.

(Paper headed "King Features Syndicate, Inc. International News Service Division, Question No. 12" was marked Plaintiff's Exhibit No. 17-A for identification, April 22, 1943.)

I identify Mr. Berkson's answer to Question No. 13, which is contained in the sheaf of four pages and which calls for the number of full time employees of INS. I believe that correctly reflects the number of full time em-

ployees as of August 1, 1942, broken down in accordance with their respective locations and duties. It does not list any full time employee for Little Rock, Arkansas or Tulsa, Oklahoma. Full time employees are listed, one for Cincinnati, Ohio and two for Lima, Ohio; but Cincinnati and Lima are not bureau points.

(Paper headed "King Features Syndicate, Inc. International News Service Division, Full Time Employees, Question No. 13," was marked Plaintiff's Exhibit No. 18 for identification, April 22, 1943.)

I do not have a list here to show how many exclusive contracts INS has with subscribers other than the Hearst newspapers for photos; I will find out for you, and will list any others that fall into that classification, if there are any.

With respect to the letter which you hand me, which purports to be a copy of a letter from Assistant Attorney General Arnold to Mr. Berkson, dated August 14, 1942, I believe the original of that letter came to my attention. In the letter certain additional information and explanation was asked with regard to some of these items that had already been transmitted.

(Carbon copy of letter dated August 14, 1942, from Thurman Arnold, Assistant Attorney General, to Mr. Seymour [fol. 2695] Berkson, was marked Plaintiff's Exhibit No. 19 for identification, April 22, 1943.)

I approved the signing of the letter which you show me and the giving of the information therein contained. It purports to be Mr. Berkson's reply to that letter of Mr. Arnold, dated August 20, 1942, to which are attached three additional documents, one an amended answer to Question No. 10 as to news expense, the next being a photostatic copy of the agreement between INS and Eleanor M. Patterson, doing business as The Washington Times-Herald, and the third being a photostatic copy of a contract dated February 27, 1939, between INS and The Washington Post. I believe the information therein contained was accurate.

(Letter dated August 20, 1942, from Seymour Berkson, Managing Editor, to Mr. Thurman Arnold, together with attached contracts, was marked Plaintiff's Exhibit No. 20 for identification, April 22, 1943.)

I note that in that letter from Mr. Berkson of August 20, 1942 he lists or purports to list all the newspapers listed in Item 1, which is now Plaintiff's Exhibit No. 7 for identification, which were not daily newspapers. I will check this list to see if the Harrisburg, Pennsylvania, Mirror should have been Montgomery, Pennsylvania, Mirror.

The agreement between INS and Eleanor M. Patterson, dated February 28, 1939, is on the form generally used by INS. The form has been altered in a number of particulars. As to whether it has been altered in order to provide that the services of INS shall be rendered to Mrs. Patterson exclusively, it is difficult to read it; it is very small type. I think in three places it does. It refers to it in the sentence that reads that the INS hereby bargains and sells to Eleanor M. Patterson exclusively in the City of Wash-[fol. 2696] ington the right and privilege of publishing in the Washington Times-Herald, etc. And it appears again in the paragraph Sixth:

> "It is mutually agreed that International News Service reserves the right to make working arrangements and exchanges of news and wire facilities with other press associations, publishers or persons and to sell said news report to any other party or parties,"

and then there is added in ink,

> "except in the afternoon (evening) newspaper field in the City of Washington."

Then later, in paragraph Twelfth, it says:

> "The service described in the first clause of this contract shall be exclusive in the City of Washington to the publisher."

As to how many exclusive contracts of that character INS has; I think this is the list (producing paper). I have handed you this list of such papers in answer to your question. I believe that all the papers on this list are daily papers served by INS under exclusive arrangements. There are a few papers, like the Washington Herald, that are exclusive, and no other paper in the city can buy the right to use the service. A good number of those papers on that list have what is called the franchise contract, the

competitive newspaper can buy the service if he pays the franchise at its value.

(List of newspapers served by INS under franchise contracts, dated April 20, 1943, was marked Plaintiff's Exhibit No. 21 for identification, April 22, 1943.)

Exhibit No. 21 is a complete list of all of the newspapers that have either exclusive contracts with INS or asset value contracts. I will have to find out which of those news- [fol. 2697] papers have exclusive contracts and which of them have the asset value contracts. I will submit it later. Suppose you write out your list of what you want, and I will get you the information.

Mr. Lewin: I will mail it to you.

The Witness: I remember in general what it is, but I just want to have it accurate.

The contract which has already been offered between King Features Syndicate, Inc., and International News Service Department and Eugene Meyer & Company, publisher of The Washington Post, dated February 27, 1939, is an asset value agreement. The contract reads in part:

> "Eleventh: (a) International News Service fixes the sum of $30,000.00 as the asset value of this franchise during the first five years of the term hereof. It is mutually understood and agreed, however, that if the publisher makes payments hereunder (including additional payments under Paragraph 'Second' hereof), during the first five years of the term hereof, greater than twice the asset value as hereinbefore set forth, then, and in that event, the aforesaid asset value, simultaneously with such excess payments, shall be increased at the end of each year during the first five years of the term hereof, by an amount equal to Fifty (50%) per cent of such excess payments made during any such year. Except as hereinafter set forth, for a period covering all succeeding years of this contract, the aforesaid asset value shall be increased at the end of each year during any period of renewal of the original term hereof by Ten (10%) per cent of the total annual payments made in such year by the Publisher. Should International News Service at any time during the life of this agreement sell the service herein con-

tracted for to an morning newspaper, unconnected with [fol. 2698] the Publisher, and not now receiving such service, and situated within the corporate limits of the Publisher's city, then International News Service agrees, as one of the conditions of the sale of service to such other newspaper, to collect from the owner of such other newspaper and pay over to the Publisher, at least five (5) days prior to the commencement of service to such other newspaper, a sum equal to the then asset value, under the terms hereof, at the time of such sale of service; but in no event shall such sum collected and to be paid over by International News Service exceed ten times the total annual payment made by the Publisher to International News Service during the calendar year immediately preceding such sale. When International News Service shall have made such collection and payment over, it shall be and be deemed to be a complete liquidation and payment of the asset value hereunder, up to and including the date of commencement of service to such other newspaper. (b) Thereafter, and at the date of commencement of service to such other newspaper, as hereinbefore set forth, a new asset value shall accrue hereunder. Such new asset value, at the termination of any year of the next succeeding term of five years, beginning with the date of the commencement of service to such other newspaper, shall be a sum equal to Fifty (50%) per cent of the total payments made by the Publisher to International News Service hereunder, during all preceding years of such period. At the expiration of each succeeding year, after the termination of said period of five years, there shall be added to the new asset value a sum equal to ten (10%) per cent of the total annual payment made during any such year. Payments on account of such new asset value shall be [fol. 2699] paid over and collected, as herein set forth in subdivision (a) of this paragraph, in the event that the service herein contracted for, or any part thereof, is sold by International News Service to any other newspaper not receiving such service, or any part thereof, at the date of recommencement, at the time when the new asset value, as herein set forth in subdivision (b) of 'Paragraph Eleventh', began to accrue,

and thereafter, another new asset value shall accrue hereunder, and be liquidated in the same manner as herein in subdivision (b) of 'Paragraph Eleventh' set forth.

(c) Should the Publisher at any time, under the terms of 'Paragraph Second' hereof, make any additional payments, the amount thereof shall be added to the total annual payments used in determining asset value hereunder. It is expressly understood and agreed by and between the parties hereto that if at any time the Publisher defaults in the payment of any moneys due hereunder or otherwise, or fails in any manner to fulfill any obligation hereunder, or under the terms of 'Paragraph Ninth' elects to terminate this agreement, then, and in any of those events, the interest of the Publisher in and to any asset value, or any part thereof, determined hereunder, shall cease and terminate.

The clause provides a basic amount at the start, and then a schedule under which that amount is increased. The basic amount is determined by agreement with the publisher and considering the factor of the amount of money that he engages to pay us during the period. There is no formula by which INS determines what that amount shall be for any subscriber who wants that kind of contract. It represents a large percentage of the money he is obliged to pay during the contract, and it is a matter of [fol. 2700] individual bargaining between each subscriber. I do not think we are writing any more of those contracts. That was an idea of a sales manager we had some years ago, and he signed up a lot of papers on that line. We have never run into the situation, it has never been very necessary for operation, so I do not think we are using it any more at all. The idea originated with the United Press and was borrowed by our organization. They have had it for a long time. I would say that INS has had outstanding contracts of that character for not more than ten years; it has been less than ten years.

The Washington Times-Herald has cancelled its contract I think; it is now in negotiation for a new contract. Exhibit No. 21 speaks as of April 20, 1943. Referring to the Post contract and the contract with the Times-Herald, it is true that the printed form in both cases has a clause

designed to require the purchaser of INS service to furnish INS with his local news. This is non-exclusively. But it is a fact that that provision is included in all our forms when we go out to negotiate an agreement, and INS would like to have that clause remain in the contract, if it could. In some instances, however, the purchaser declines to so agree, and that clause is stricken. It has been stricken in the Post contract and also in the Times-Herald contract. INS desires that kind of obligation because it wants to have available to it all sources of news, including the news gathered by the local newspapers. In the case of Washington it is not very important to us, because we have a staff in Washington gathering all Washington news. We do not have such a substantial staff in other cities. We do not think it is quite as important in Washington as in some other cities, but generally speaking it is an important requirement to INS if INS can get it.

[fol. 2701] It is the practice of an AP member to strike out the clause referred to in the INS form. I understood that that is because under the by-laws of AP the member paper is not permitted to give its local news to anybody except other members of AP.

(Note: Objection by Mr. Pfeiffer to form of question. Discussion between counsel.)

From a practical standpoint the imposition of this restriction in these contracts has not interfered with the gathering of news by International News Service, which is equipped to gather news in these cities. It is quite obvious that while the restriction does not give to INS all the facilities of news gathering of that client, nevertheless the restriction is not important enough to debar us from signing the contract. And INS is able to gather the news in that city regardless of this restriction. Obviously INS would like to have all the news of the newspaper. Without the opportunity to get it from those newspapers, the cost to INS of gathering the local domestic news of the U. S. is increased. It would be a distinct advantage to INS if the AP members were free to make the type of contract with us that your form indicates that we would like to have, and to furnish us with their local news. We have not been burdened by the disadvantage of having an AP by-law stopping us from so contracting.

I am producing a list, in connection with the list of subscribers having asset value contracts, showing the amounts presently payable by a competitor to INS service, in the event the INS service is made available to the competitor.

(List of subscribers having asset value contracts was [fol. 2702] later produced and marked Plaintiff's Exhibit No. 22 for identification, April 22, 1943.)

Redirect examination.

By Mr. Pfeiffer:

I testified that INP pictures are not simultaneously available to other newspapers in cities where there are Hearst newspapers. INP pictures are available to newspapers in other cities of the U. S. simultaneously with their availability to Hearst papers.

When I spoke of "Associated Press franchise", I was referring to a membership in the AP. There is no such thing as an Associated Press franchise. I stated that I was not sure whether INS had contracts with the cable, telephone and telegraph companies in the U. S. Such facilities are available to INS or to anybody else without contract.

I testified that, as to the features which King Features Syndicate, Inc. sells, we do not sell a particular feature in a city where there is a Hearst newspaper taking that feature, and a competitive newspaper in that same city. That is the general practice in selling features, that we do not sell the same feature to two competitive papers in the same city. As a matter of fact we could not sell them except upon an exclusive basis. It is important that we have freedom to determine to whom we will sell or will not sell the service of King Features Syndicate.

Recross-examination.

By Mr. Lewin:

I have just testified that INP pictures are available to newspapers in cities other than in cities where Hearst papers are published. This answer is qualified of course by each exclusive picture contract INP may have with other papers than Hearst papers and that list I am going to get for you.

[fol. 2703] By Mr. Kirkland:

On the question of gathering local news—not local, domestic news—the long distance telephone has made a great difference.

(Mr. Connolly agreed to waive the reading and signing of his examination before trial, and counsel agreed to waive the signature.)

[fol. 2703a] No. Amer. Newsp. Alliance

[fol. 2704] U. S. v. AP

ABSTRACT

Deposition of John N. Wheeler

North American Newspaper Alliance

New York, May 11, 1943

Direct examination.

By Mr. Pfeiffer:

I am president of the North American Newspaper Alliance, a New York corporation and am also directing head of it. I am president of the Bell Syndicate, Inc. and am also manager of it. Mr. Snevily is in charge of the personnel. His name is Henry M. Snevily. I am not an officer of Consolidated News Features, Inc., but I am a director. I supervise the operation of it.

I am Executive vice-president and general manager of Associated Newspapers, Inc. The four corporations which I have just named are all owned by the North American Newspaper Alliance, a Delaware corporation. The North American Newspaper Alliance of New York furnishes a supplementary wire and mail service to a group of newspapers throughout the United States and Canada and other parts of the world. It has furnished such service since 1922. I have an itemized statement of the expenditures of the North American Newspaper Alliance for the year ended December 31, 1941.

(Statement of expenditures for year ended December 31, 1941, of North American Newspaper Alliance, Inc., marked

Defendants' Exhibit No. 22 for identification, May 11, 1943.)

I have a list of the names and locations by states and countries of all newspapers, domestic and foreign, to which North American Newspaper Alliance, Inc. supplied any of its material on September 30, 1941.

[fol. 2705] (List of clients of North American Newspaper Alliance, Inc. as of September 30, 1941, marked Defendants' Exhibit No. 23 for identification, May 11, 1943.)

I have circulars and brochures and other promotional advertising material which North American Newspaper Alliance issued and distributed during the period from January 1, 1942, to date.

(Package of circulars, brochures and other promotional and advertising material issued by North American Newspaper Alliance from January 1, 1941 to date marked Defendants' Exhibit No. 24 for identification, May 11, 1943.)

There were three forms of contract between NANA and Newspaper clients to which it supplied its service as of December 3, 1941. Those three types of contract were in effect September 30th and December 31, 1941. One was a membership contract which was the original form of contract and the other two contracts were for subscribing papers, one for the wire papers and the other for the mail papers.

(Membership contract entitled "North American Newspaper Alliance, contract, including certificate of incorporation and by-laws," marked Defendants' Exhibit No. 25 for identification, May 11, 1943.)

(Wire service contract of North American Newspaper Alliance, Inc. marked Defendants' Exhibit No. 26 for identification, May 11, 1943.)

(Contract of North American Newspaper Alliance, Inc., for "fastest mail" service marked Defendants' Exhibit No. 27 for identification, May 11, 1943.)

[fol. 2706] I have a list of each feature presently available for distribution by NANA to its newspaper clients showing the year in which such feature has become available for distribution by NANA, but I should explain this list because the primary purpose of NANA is to obtain

news material and when you use the word feature I assume you mean some continuing product that is released on a daily schedule or weekly schedule. So I have here a list of the continuing features that are now available but we cannot give you a list of the current material because I do not know what is going to turn up from day to day that we will send out over the wire to our clients.

On this list it appears that there are eight regular features which we are presently distributing, and opposite the name of each of those features appears a date in pencil. That date in pencil is the date when the particular feature became available for distribution by NANA. There is also on the document, below the list of the eight regular features, a list headed "Foreign correspondents, North American Newspaper Alliance." The list under that heading is a list of the foreign correspondents and the places, except those noted at the bottom, who have not yet started off on their expected assignments.

In the case of Mr. John Gunther where the notation is that he is "to take off some time in June for Africa or some other active war front," his service has not yet started but is to begin shortly.

In the case of Henry J. Taylor the note reads, "Leaving shortly for Finland, Sweden, Portugal, Spain." I think he can be scratched, because Finland does not look very promising at the moment. I cannot be certain that he will be sent anywhere. They will just cross him off the list.

[fol. 2707] Mr. Pfeiffer: I ask that the document containing the list of the eight regular features and the list of foreign correspondents, about which I have just been addressing questions to Mr. Wheeler, be marked Defendants' Exhibit No. 28 for identification.

(List of eight regular NANA features and list of foreign correspondents of NANA marked Defendants' Exhibit No. 28 for identification, May 11, 1943.)

Mr. Wheeler: Those features have been continuing since those dates. Some of them had different authors but the nature of the features, the character of the features, has not changed. The author has changed from time to time, some times one of the men is sick and another one dies so that we have had to get another writer. NANA has a leased wire service.

The nature of the material received by NANA from its foreign correspondents depends on where the correspondent is and what he is undertaking to do. If he is at a war front his reports of war stories are intended to supplement, but not duplicate, the press associations, the value of our paper to our clients, depending on exclusivity or the reputation of the writer. By exclusivity I mean that no one else is furnished the same story. We sell to only one client in a given territory which may be larger than a city. We have two correspondents in North Africa. These correspondents supply us with war news of the North African front. Where a correspondent is listed as being in the Southwest Pacific, and possibly China or Russia, he is listed in the alternative because he may stay for several months and where he goes depends upon developments.

He is now somewhere in the Pacific, possibly in Honolulu, or possibly with Admiral Halsey's fleet. He is a correspondent accredited to the Navy. We have a corre- [fol. 2708] spondent in Sweden. He sends stories on Sweden—not primarily war stories. The three men in London send any type of news that is interesting to newspaper readers and timely. It may cover war news and it may cover other phases of the news.

The Alaska correspondent sends primarily news of the military operations in that area. The Russian correspondents send what news they can get out of Russia. The Lisbon correspondent sends various kinds of stories, not very many of any kind, he is a string man and if some important personage goes through Lisbon and he can catch him and get an interview, he sends that also the reports he gets from Spain or other parts of Europe that seem to have a bearing on the war situation.

The Sydney Sun is one of our clients and we get stories from its staff members from time to time. They are supposed to be exclusive stories. The man you see there is managing editor of the Sydney Sun and we get stories from him occasionally. He does not write about matters dealing with Australia entirely, he writes stories dealing with the importance of getting airplanes to MacArthur and presenting the Australian cause to the American people. We have a correspondent in Palestine who is a string man.

We do not have an itemized statement of the expenditures of Bell Syndicate, Inc., for the year ending December

31, 1941, We have a far more difficult job on the affiliated companies because NANA is a service that goes to a group of about 70 or 60 papers in the United States and Canada, as the nucleus of it. The Bell Syndicate sells features to almost every paper in the United States and Canada so [fol. 2709] that when you undertake to compile a list of those papers you might as well take Ayers' directory and a list of papers in the Western Newspaper Union and say those are the Bell papers, because you are going to have a thousand or more. When you come to the question of the expenses it is a far more comprehensive job, and I would say that the sensible way to get at that is to take our auditor's statement at the end of my separate year.

Mr. Snevily or I can testify for the Bell Syndicate. I can let you have the auditor's statement of the expenditures for 1941 for Consolidated News Features. The total operating income of Bell Syndicate for the year ending December 31, 1941 was $658,906.11. That income was derived entirely from the sale of features. One or more of the Bell Syndicate features were sold during the year 1941 to more than one thousand newspapers in the United States. That is an estimate. I would say one thousand newspapers in the United States and Canada. I have not prepared a list of those newspapers because you could take the Editor and Publisher directory or Ayers' directory of newspapers, and it would be pretty close to our list. I would say that 75% of the 1,800 daily newspapers in the United States are served by one or more of the features of Bell Syndicate. Those features are serviced on exclusive basis. As far as I know that is true of all syndicates selling features. There are occasional exceptions which are very rare; for example, after the last war we bought the exclusive rights for General Pershings' memoirs, and by a special agreement and as a result of a request from General Pershing those memoirs were published simultaneously in the New York Times and in the New York World in this territory. We had a deal on with Vincent [fol. 2709a] Sheean, which never materialized, we were going to get an interview with Mr. Churchill, and part of the agreement was that The Times and Herald Tribune should publish the interview simultaneously, because Mr. Churchill made that one of the conditions when he contemplated granting the interview. But as a general thing

features are sold on an exclusive basis. The exceptions are very rare.

I have the advertising or promotional material issued and distributed by Bell Syndicate from 1941 to date. These are samples of it, but if you want all of it you will have to bring a truck.

Mr. Pfeiffer: I ask that this folder containing the advertising material of Bell Syndicate, Inc., which has been produced by Mr. Wheeler, be marked Defendants' Exhibit 29 for identification.

(Folder containing advertising material of Bell Syndicate, Inc., marked Defendants' Exhibit No. 29 for identification, May 11, 1943.)

The Witness: The list you show me is a list of the Bell Syndicate features currently being distributed by the syndicate to newspapers.

Mr. Pfeiffer: I ask that it be marked for identification.

(List of Bell features currently distributed to newspapers marked Defendants' Exhibit No. 30 for identification, May 11, 1943.)

The Witness: This list of Bell features, Defendants' Exhibit No. 30 for identification contains a list of 63 regular and 10 special features that are currently being distributed by Bell Syndicate. I have samples of the forms of contract of Bell Syndicate currently being used.

The paper you show me is a typical form of agreement between Bell Syndicate and the newspaper client for supplying Bell feature to the newspaper client.

[fol. 2710] Mr. Pfeiffer: I ask that it be marked Defendants' Exhibit 31 for identification.

(Typical form of contract of the Bell Syndicate, Inc. marked Defendants' Exhibit No. 31 for identification, May 11, 1943.)

The Witness: We also have a form of contract to cover the sale of a group of features which is a typical form for that kind of service, that is called a budget of features.

Mr. Pfeiffer: I ask that it be marked Defendants' Exhibit No. 32 for identification.

(The Bell Syndicate, Inc., contract form for budget of features marked Defendants' Exhibit No. 32 for identification, May 11, 1943.)

The Witness: These two forms of contract cover the situation.

The operating income from the sale of features of the Associated Newspapers, Inc., for the year ending December 31, 1941, was $112,761.31. That amount was all derived from the sale of features. I do not have a list of newspapers to which the service of Associated Newspapers, Inc., was provided on September 30, 1941. The same situation applies there as to the Bell Syndicate only to a lesser degree. Probably 70% of the Editor and Publisher list would be subscribers to these features.

In the case of newspaper clients of both Bell Syndicate and Associated Newspapers, they are newspapers scattered all over the United States and Canada and other parts of the world. I have the advertising material of Associated [fol. 2711] Newspapers, Inc., for the period from January 1, 1941 to date..

Mr. Pfeiffer: I ask that this folder of advertising and promotional material of Associated Newspapers, Inc., which has been handed me to be marked Defendants' Exhibit No. 33 for identification.

(Folder of advertising and promotional matter of Associated Newspapers, Inc., marked Defendants' Exhibit No. 33 for identification, May 11, 1943.)

The Witness: The list which you show me is a list of the features currently being distributed by Asociated Newspapers, Inc.

Mr. Pfeiffer: I ask that it be marked Defendants' Exhibit 34 for identification.

(List of features currently being distributed by Associated Newspapers, Inc. marked Defendants' Exhibit No. 34 for identification, May 11, 1943.)

The Witness: I have forms of typical contracts of Associated Newspapers, Inc. with its clients. The paper you show me is a typical form of contract between the Associated Newspapers, Inc. and its newspaper clients.

Mr. Pfeiffer: I ask that it be marked Defendants' Exhibit No. 35 for identification.

(Typical form of contract of Associated Newspapers, Inc., marked Defendants' Exhibit No. 35 for identification, May 11, 1943.)

[fol. 2712] The contract provides for exclusivity of the feature being served within the territory of the newspaper client.

The total operating income of Consolidated News Features, Inc., for the calendar year 1941 was $138,591.10. We make a distinction between feature sales and news sales because the Consolidated News Features furnishes some material of a news nature to their clients. The breakdown for the year 1941 as between features and news service is, feature sales $95,528.39, news sales $43,062.71. The news sales were sales of material based on spot news such as financial columns, sports columns, all related to current news. I have the advertising material of Consolidated News Features, Inc., for the period 1941 to date. This is just a sample and not all of the advertising material for that period; we had considerably more.

Mr. Pfeiffer: I ask that it be marked for identification as Defendants' Exhibit 36.

(Folder of advertising and promotional matter of Consolidated News Features, Inc. marked Defendants' Exhibit No. 36 for identification, May 11, 1943.)

The Witness: I have a list of the features which are currently being distributed by Consolidated News Features, Inc.

Mr. Pfeiffer: I ask that it be marked Defendants' Exhibit No. 37 for identification.

(List of features currently being distributed by Consolidated News Features, Inc. marked Defendants' Exhibit No. 37 for identification, May 11, 1943.)

[fol. 2713] The Witness: We have a list of the newspapers to which Consolidated News Features, Inc. service was supplied on September 30, 1941, but there again you have the same situation that applies to the Bell Syndicate and the Associated Newspapers, those features are sold just as widely as we can get customers to buy them and in about the same proportion as Associated Newspapers, in the Editor and Publisher list. About 70% of the newspapers in the Editor and Publisher year book are papers to which these features are sold. The Bell Syndicate and Consolidated are sold to the papers on the basis of 70% in the case of Consolidated and 75% in the case of Bell, and 70% in the case of Associated Newspapers.

The paper you show me is a typical form of contract of Consolidated News Features, Inc.

Mr. Pfeiffer: I ask that it be marked Defendants' Exhibit No. 38 for identification.

(Typical form of contract of Consolidated News Features, Inc. marked Defendants' Exhibit No. 38 for identification, May 11, 1943.)

The Witness: Here again the contract provides for exclusivity. All three companies, Bell Syndicate, Associated Newspapers and Consolidated News Features, Inc., are operated in the same way and the reason it is not a single company is because they were absorbed at different times so that we sell any of the features from the three companies that a customer wants to buy.

We maintain one selling staff for the service of all four companies, NANA, Consolidated, Associated and Bell.

I have appeared and testified pursuant to the service of a subpoena upon me.

[fol. 2714] Cross-examination.

By Mr. Rugg:

I described the service furnished and sold by North American Newspaper Alliance, Inc., of New York as a supplementary service. By supplementary service I mea intended to supplement the material furnished by the press associations. I would not consider it a substitute for the material furnished by the press associations. The material furnished by the three organizations, Bell, Associated and Consolidated is trimmings that a newspaper carries because it is non-perishable material, usually cartoons, comic strips—or so called comic strips, serials and features that are not necessarily related to the spot news of the day.

The NANA is intended to complete the news. The actual news furnished by the press associations, to supplement and interpret the news. The other three organizations furnish material which is not as perishable and it is composed of continuing features, so that it is not supplementary, in my opinion, to the press associations. It is trimming for a newspaper, it is icing on the cake. The last three carry no spot news. NANA does carry spot news when we get an exclusive story.

The list of features furnished by NANA, March 7th, the first eight features beginning with The World Today and ending with Broadway Footlights, do not cover spot news but they are related to the news and to some extent are intended to interpret it.

NANA has not said it did not deal in spot news. As to the letter sent by Mr. Snevily, addressed to the Department of Justice, in which appears the statement that NANA does not deal in spot news, I am not the author of this letter. [fol. 2715] You can ask Mr. Snevily about it. I would take it that what he means by the statement that AP, UP and INS are primarily services that furnish spot news to newspapers that comes into the newpaper offices all the time, all day and all night. We furnish spot news, according to my definition of it, only when we get an exclusive story; for example, our man Wolfert who was in the Pacific had an exclusive story of the sinking of the Coolidge, because he happened to see it. He sent it through as fast as the authorities would clear it; we got it first and it was spot news but we do not deal in spot news in the sense that the press associations do.

Exhibit 25 is a photostatic copy of the form of NANA membership contract, the one including the certificate of incorporation and by-laws. That is not the form now in use. That form contemplated that each subscriber should buy some stock in the New York NANA.

When the NANA of New York was incorporated and organized I had nothing to do with it, it was organized by a group of newspapers, and it was organized on a mutual membership basis, it was not one for profit, it was intended, as I understand it, to compete with the chain papers which at that time were in a position to buy desirable material, because a group could afford to pay more than a single newspaper. So these independent newspapers organized into this mutual organization called the North American Newspaper Alliance. Now by the chain papers I refer to the Hearst papers, the Scripps-Howard papers and the Chicago Tribune and the New York Daily News. Then when this had been organized there had been quite a run on a series of important stories coming out of the last war, such as the Kaiser's memoirs, which did not turn out to be very hot, and Von Tirpitz stories and so on; so [fol. 2716] this group of newspapers was organized to be

in a position to bid for these stories. Later on it developed that they ran out of—there did not seem to be sufficient material to warrant continuing it on that basis, as I understand it, so we put in this leased wire service to distribute material to supplement the press associations; and when I became general manager of it in 1930 that was the situation.

It was still a mutual non-profit organization in 1930. When we took over the management of the NANA some of the original members had resigned, and those who were on a membership basis continued on that basis, and to build up the organization we made contracts with subscribers on a straight contractual basis; but all the revenue continued to be used for the benefit of the member papers and subscribers. So to that extent it was a mutual organization, but not run for profit. That situation continued until December 31, 1942, when we wiped out all the membership contracts, and everybody is now on a straight contractual basis since the first of January, 1943. It is run for profit if we can manage to make any profit out of it. And that brings you up-to-date on the situation.

Mr. Lorentzen: Except this, the old NANA which Mr. Wheeler has been talking about was dissolved as of the 31st of December, 1942 and a new company of exactly the same name was organized or incorporated in New York, which is now operating a straight stock company, and on a contractual basis sells to anybody the same as the other three companies.

The Witness: The original New York NANA was organized shortly after the war in 1922. I do not know how many members of the original NANA were members at that time of AP. The names of the incorporators were given on page 9 of that Exhibit. I can identify what papers they were connected with. I do not know which paper [fol. 2717] Joseph E. Atkinson of Toronto was with.

Mr. Pfeiffer: Your question was the names of the incorporators; if you are reading from page 9 of Exhibit 25 you are reading the names of the directors for the first year and not the names of the incorporators.

The Witness: Hilton U. Brown of Indianapolis was with the Indianapolis News, an AP paper.

Harry Chandler of Los Angeles was with the Los Angeles Times, an AP paper.

Edwin A. Grozier was connected with the Boston Post, an AP member.

Clark Howell, Jr. was connected with the Atlanta Constitution, an AP member.

Arthur Krock was with the Louisville Courier Journal, an AP paper.

Victor F. Lawson is the Chicago Daily News, an AP paper.

All of the papers listed here are AP papers except, I am not sure about the Toronto paper. When I say all the papers listed here I mean all the papers represented on the Board of Directors of NANA which is not the same as the membership of NANA. I am doubtful about the San Francisco Bulletin but I assume it was a San Francisco paper, that is Pickering. We can tell you exactly how many papers were subscribing stockholders of NANA, that is, stockholders at the same time subscribing to the service, when I took over the management in 1930. I would say approximately 35. There were fewer than in 1942. In 1942 it was, to some extent, still a mutual organization prior to December 31st. Most of the subscribing papers, both stockholders and non-stockholders in 1942 located in the United States were members of AP. I think there were one or two others besides The Chicago Sun who were not AP members. I would have to check the list to be sure. [fol. 2718] I know that The Chicago Sun was not. The New York Times is, Peoria is,—Pittsfield, Massachusetts, I will get that for you.

The only exception is The Chicago Sun.

The NANA foreign correspondents endeavor not to duplicate the stories that come over the press association wires,—that is our policy or our instructions to the foreign correspondents. My definition of a string correspondent is a man who is called upon and paid for the work done by him. As to whether a string correspondent is one who is paid for what he does and at liberty to work for some one else to some extent, that is a fair definition, but we have some men here who are paid a salary by us and expenses; have others who have an arrangement by which we pay for the stories that they get but they furnish their stories to us exclusively, at any place, that we want to publish a story. I would call Gilman a string correspondent. He is accredited to the Army in Alaska and we pay him for the stories that he sends to us. I do not know whether he

gets compensation from anybody else. He worked on a paper in Fairbanks for a while but I think he is devoting all his time now to getting stories to us. He lives in New England some place.

He is not the only one I would designate as a string correspondent among the list of foreign correspondents. Alexander Worth in Russia works for Allied Newspapers of London. When we want one of his stories we take it and pay what we think it is worth. Williams is a string correspondent. He will work for anybody that asks him to furnish stores and Arthur Kay is a string correspondent. Fairfax is not a string correspondent—he is a very dignified newspapers editor in Australia who is associated with us because his newspaper takes our service and when he has something that he wants published in this country he furnishes it to us and we distribute it, and the terms are very [fol. 2719] satisfactory because we do not pay him anything.

The Bell Syndicate primarily features articles, cartoons, etc. Sixty-three of the Bell features are supplied regularly and ten of them are supplied specially. Mutt & Jeff are twice on the list, as a daily strip and then there is a weekly color page. We count those as separate features. The Associated's are of the same general character as the Bell features. The Associated Newspapers was originally owned by the Boston Globe and the Chicago Daily News and the Philadelphia Daily Bulletin. In 1930 it was included in the reorganization when we took over the management of NANA and the NANA incorporated in Delaware bought the stock of the Bell Syndicate. At that time the Associated Newspapers had contracts with newspapers that we had to live up to so that this organization was continued as a separate entity and we still run it separately and some of those contracts are still continuing where they bought a group of features. Concerning Consolidated—of the 22 features furnished and sold I include in the category of news National Affairs by Owen L. Scott, that is a weekly review of the news and it is interpretative in its nature. It is written from Washington on the United States news; it is sold but once a week. Also Financial Review and Outlook, by C. F. Spears; Trade Winds, by Louis Schneider.

The Financial Review and Outlook is confined to financial and economic matters; Trade Winds is a market dispatch dealing with stock market. It is daily. In Who's News

Today--the author picks out a figure in the day's news and tells the people about him. It is somewhat biographical and reminiscent; it runs in the New York Sun; it is daily. Amateur Sports is daily. It deals with current sporting events, mostly of an amateur character. Background of the Market deals with the movements of the stock market. That [fol. 2720] is daily.

Although I divided the income of Consolidated into feature income and news income, the contract calls for the sale of features only. Under the contract, Exhibit 38, the purchaser can get any or all of the articles sold by Consolidated. It is intended to cover all features that the customer buys. We do not have any different kind of contract for National Affairs, Financial Review and Outlook or Amateur Sports or Background of the Market. This is a form contract we use but like most other businesses there is a good deal of flexibility in the newspaper business and if some hard-boiled publisher comes along and says "I would like to buy 'Background of the Market', but I am not going to sign any contract for a year with six months' cancellation notice in it, I will make a deal to buy it and give you two months' notice," we are in the business of selling features so we are not going to be stiff about it. It is the form of contract that we use when it is acceptable to the man buying material. The long form of contract is not currently being used, that is Exhibit 25.

We are not in competition with the news service of AP. There is no question about that whatever. As a matter of fact we try to supplement the A.P. Most of the papers to whom we sell one or all of our services are currently members of AP.

Redirect examination.

By Mr. Pfeiffer:

All four of these companies sell to newspapers in the United States irrespective of whether they are members of AP or subscribers to UP or INS or any other service. We sell all of our service to any papers who pay their bills and a great many of them are not AP members.

[fol. 2721] The AP has a feature service. When it first started we ran it and then we were relieved of the job. We ran it very briefly. We have no present connection with it. The three companies which are primarily in the feature

business are in competition with the AP feature service. I refer to Bell, Associated and Consolidated. There is considerable competition between AP and those three companies and any other companies that are in the feature business because it is a highly competitive business.

There are a great many companies in the feature business, too many. Among others, King Features is in the business of selling features to newspapers and the Newspaper Enterprises Association, commonly known as NEA, is also. NEA is the Scripps-Howard ownership. I am not sure of the ownership of UP but I have always understood that individuals in the UP either buy stock or get stock as a bonus, for example, the President Bailey, has considerable stock; and the other men who work for UP. I assume, but I am not sure, that they have not any stock in the Scripps-Howard parent company, but they may have. I assume that the Scripps-Howard parent company is a stockholder of UP. I am not familiar with the ramifications of the Scripps-Howard organization, so I cannot say anything about the ownership of the stock. I am not familiar with the ownership of the stock of the NEA and of UP and of Scripps-Howard papers.

I have been in the business of selling features and comics and special news stories to newspapers for a good many years. I think features and comics in a newspaper are very important in building up the circulation of newspapers. I think most newspaper editors and publishers will agree.

[fol. 2722] A lot of these fellows thought when the war started that they could get along by giving the readers a big dose of war news and cut down on their features and they discovered that that formula would not work. As to the specific part of the conduct of a newspaper which is most responsible for circulation, I think the basic commodity with any newspaper is news. You cannot run a newspaper without news. It would not be a newspaper. In addition to news the elements that go to make up a newspaper editorially are features, special writers—that is from syndicate organizations such as ours, editorials reflecting the policy of the paper, advertising—I do not think of any others at the moment. I think it has been demonstrated over and over again that the quality of the features in comics in a particular newspaper are important in building up circulation.

Mr. Neill: Mr. Wheeler, you have referred on cross-examination once or twice to your service as being supplemental. Now whatever comes in from Gilman in Alaska is definitely news, is it not?

The Witness: Whatever comes in from Gilman in Alaska is news but we do not want it to be the same news as the UP or the AP correspondent sends in from Alaska. For example, he made a trip on a bomber recently in a raid and was the only correspondent who made that trip, so that was an exclusive story. It is the difference between what we get and the actual report of some invasion of a particular territory. It would be an advantage to a paper to have it in there because it is an interesting and exciting story. If we assume that there is one correspondent representing each one of the press associations in Alaska and they get out a communique, saying that certain islands have been oc- [fol. 2723] cupied, all the correspondents of the press association got that information and they sent it to their newspapers. There is no use in Mr. Gilman sending us the same story; those fellows are sending us because our papers are going to get it anyway, either through AP or UP or whatever paper they subscribe to. This if it came in would be another piece of news, it would not be a copy of the others.

Our National Affairs on a Consolidated feature list is not widely used. Our Financial Review is pretty widely used. Everything we put out has a definite place in a newspaper but every week there are transactions on the Stock Exchange, there is a trend in the market, there are other things that happen; there is an announcement of a shortage of food, that the OPA has done something, or a coal strike; this man writes a piece which is interpretive and tries to explain to the readers what may happen and what these various things mean so that a reader can get some comprehension of what to expect. I would say that is supplementary to the news because he is not writing that the market went up, what he is doing is writing something that supplements the information that has been furnished through the regular channels. It is of a definite interest to the reading public, otherwise we would not put it out.

Our column, Mutt & Jeff is a popular column and has been for many years.

[fol. 2724] KING FEATURE SYND. (Contd.)

US v. AP:

Meeting of Messrs. Pfeiffer, Kirkland, Rugg and Neill, by agreement of counsel, re deposition of Mr. Connolly.

New York, May 11, 1943.

Mr. Rugg: I offer statement from Mr. Connolly entitled "King Features Syndicate, Inc., 1941 expense of furnishing the 96 varieties of novelties, toys, advertising, features, etc., sold to others than U. S. daily newspapers."

(Paper marked Plaintiff's Exhibit No. 23 for identification, May 11, 1943.)

I offer statement from Mr. Connolly of the weekly newspaper clients as of September 30, 1941, of the feature department of King Features Syndicate, Inc., consisting of nine pages.

(Statement marked Plaintiff's Exhibit No. 24 for identification, May 11, 1943.)

I offer statement from Mr. Connolly of the cost to International News Pictures of its service to other than United States daily newspapers during the year 1941.

(Paper marked Plaintiff's Exhibit No. 25 for identification, May 11, 1943.)

I offer statement from Mr. Connolly of the number of INP clients in the year 1941 that were not daily newspapers.

(Paper marked Plaintiff's Exhibit No. 26 for identification, May 11, 1943.)

I offer a statement from Mr. Connolly of the expenses during the year 1941 of INS in furnishing news and features to other than United States daily newspapers.

(Paper marked Plaintiff's Exhibit No. 27 for identification, May 11, 1943.)

[fol. 2725] I offer a statement from Mr. Connolly of the number of INS customers in 1941 which were not United States daily newspapers.

(Paper marked Plaintiff's Exhibit No. 28 for identification, May 11, 1943.)

I offer a statement from Mr. Connolly of the number of INS customers in 1941 which were radio stations.

(Paper marked Plaintiff's Exhibit No. 29 for identification, May 11, 1943.)

I offer statement from Mr. Connolly of the percentage of total 1941 INP revenues derived (a) from United States daily newspapers, (b) from domestic sales, (c) from foreign sales.

(Paper marked Plaintiff's Exhibit No. 30 for identification, May 11, 1943.)

I offer statement from Mr. Connolly of the percentages of INS revenues during 1941 derived from United States daily newspapers and from other customers.

(Paper marked Plaintiff's Exhibit No. 31 for identification, May 11, 1943.)

I offer a statement from Mr. Connolly of the list as of September 30, 1941, of (2) the weekly, semi-weekly and tri-weekly newspapers, (b) foreign language newspapers, (c) Sunday only newspapers, and (d) college newspapers, that were serviced by INS.

(Paper marked Plaintiff's Exhibit No. 32 for identification, May 11, 1943.)

I offer statement from Mr. Connolly showing total amount paid by INS to string men (a) in 1941 and (b) in 1942, in each state of the United States, consisting of one page.

(Paper marked Plaintiff's Exhibit No. 33 for identification, May 11, 1943.)

[fol. 2726] I offer statement from Mr. Connolly showing the total amount paid by INS to string men in Canada in 1941 and in 1942.

(Paper marked Plaintiff's Exhibit No. 34 for identification, May 11, 1943.)

I offer statement from Mr. Connolly as to the number of the 1864 reporters, correspondents and string men of INS in August, 1942, who were full time reporters and correspondents, part time reporters and correspondents and string men.

(Paper marked Plaintiff's Exhibit No. 35 for identification, May 11, 1943.)

I offer statement from Mr. Connolly showing the total amounts of compensation paid INS employees in 1942 at each of the 31 offices or bureaus in the United States.

(Paper marked Plaintiff's Exhibit No. 36 for identification, May 11, 1943.)

I offer statement from Mr. Connolly showing the names of all United States evening newspapers having a circulation of 10,000 or more, subscribing to INS service on August 1, 1942, which did not also have the news service of UP or AP.

(Paper marked Plaintiff's Exhibit No. 37 for identification, May 11, 1943.)

I offer a statement from Mr. Connolly showing the names of all the United States morning newspapers having any circulation whatever which subscribed to INS service on August 1, 1942, which did not also then have the news services of either UP or AP.

(Paper marked Plaintiff's Exhibit No. 38 for identification, May 11, 1943.)

I offer a statement from Mr. Connolly of the number of customers listed on Defendants' Exhibit 12 who were re- [fol. 2727] ceiving their pictures (a) by leased wire, (b) by messenger, (c) by mail, domestic, (d) by mail, foreign.

(Paper marked Plaintiff's Exhibit No. 39 for identification, May 11, 1943.)

I offer a statement from Mr. Connolly showing the proportions or percentages of the total INP revenues in 1941 derived from (a) pictures delivered by leased wire, and (b) pictures delivered by other means.

(Paper marked Plaintiff's Exhibit No. 40 for identification, May 11, 1943.)

I offer a statement from Mr. Connolly showing the number of newspapers subscribing to the INS services as of August 1, 1942, appearing on Plaintiff's Exhibit 7 for identification which were (a) evening English language dailies, (b) morning English language papers, (c) round-

the-clock papers, (d) weekly, semi-weekly or tri-weekly papers, (e) foreign language papers, (f) papers published on Sunday only, and (g) college papers.

(Paper marked Plaintiff's Exhibit No. 41 for identification, May 11, 1943.)

I offer a statement from Mr. Connolly, being list of the newspaper clients of INS as of May 7, 1943, consisting of seven sheets.

(Paper marked Plaintiff's Exhibit No. 41-A for identification, May 11, 1943.)

I offer a statement from Mr. Connolly showing the correct list of newspapers as of August 1, 1942, obligated to furnish local news to INS.

(Paper marked Plaintiff's Exhibit No. 42 for identification, May 11, 1943.)

I offer a statement from Mr. Connolly of the list of United States Newspapers subscribing to INS news service as of [fol. 2728] August 1, 1942, which had exclusive rights of publication in their respective territories.

(Paper marked Plaintiff's Exhibit No. 43 for identification, May 11, 1943.)

I offer a statement from Mr. Connolly of the list of the United States newspapers subscribing to INS news service under asset value contracts and the respective amounts payable to those papers should INS be sold to competitors in the area, a list of two pages. By "competitors" I mean newspapers.

(Paper marked Plaintiff's Exhibit No. 44 for identification, May 11, 1943.)

I offer a statement from Mr. Connolly showing a list of the INP leased wire picture customers other than Hearst papers, entitled to exclusive use of pictures in their territories.

(Paper marked Plaintiff's Exhibit No. 45 for identification, May 11, 1943.)

I offer a statement from Mr. Connolly of a list of the INP picture customers receiving pictures by other means than

leased wire, other than the Hearst papers, entitled to the exclusive use of the pictures in their respective territories.

(Paper marked Plaintiff's Exhibit No. 46 for identification, May 11, 1943.)

I should like to withdraw these Exhibits 23 to 46 inclusive to make copies and will furnish copies to Messrs. Pfeiffer and Neill as requested.

Mr. Pfeiffer: It is agreed that Mr. Connolly, if recalled, would testify as follows:

That the total number of regular employees of King Features Syndicate, Inc., Features Department, is 865; [fol. 2729] That the New York Journal American became a member of AP, in the evening field service, on March 8, 1941;

That as of the present time the list of INS bureaus and the number of men employed in each is as follows.

Bureaus	Number of men
New York City, N. Y.	92
Albany, New York	2
Atlanta, Georgia	3
Austin, Texas	3
Boston, Mass.	9
Chicago, Ill.	50
Cincinnati, Ohio	2
Cleveland, Ohio	3
Columbus, Ohio	10
Dallas, Texas	3
Denver, Colorado	4
Des Moines, Iowa	2
Detroit, Michigan	8
Harrisburg, Penna.	5
Hartford, Connecticut	1
Indianapolis, Ind.	4
Kansas City, Mo.	1
Lima, Ohio	2
Los Angeles, Calif.	21
Omaha, Nebraska	3
Philadelphia, Pa.	8
Pittsburgh, Pa.	4
Portland, Oregon	4
Sacramento, Calif.	3

Bureaus	Number of men
St. Louis, Mo.	11
San Francisco, Calif.	21
Seattle, Washington	2
Springfield, Illinois	3
Washington, D. C.	41

Mr. Rugg: I agree.

Mr. Pfeiffer: I offer statement from Mr. Connolly as of May 3, 1943, showing the list of current clients of King Features Syndicate, Inc., who take news mats and picture page services, consisting of 20 pages.

(Paper marked Defendant's Exhibit No. 39 for identification, May 11, 1943.)

[fol. 2730] At page 377 of the record of Mr. Connolly's examination before trial there was marked for identification as Defendant's Exhibit 16 King Features Syndicate, Inc., Blue Book, and Mr. Connolly was to bring that book up to date by preparing a list of all the features now available to clients of King Features Syndicate, Inc. Mr. Connolly has prepared a complete list, which is to be inserted in the Blue Book as originally offered, and I ask to have it marked for identification.

(List marked as Defendant's Exhibit No. 16-A for identification, May 11, 1943.)

I ask to have marked for identification typical form of King Features Syndicate contract.

(Form marked Defendant's Exhibit No. 40 for identification, May 11, 1943.)

Mr. Rugg: I want to have Mr. Bonynge file these original depositions and exhibits as soon as they are prepared.

Mr. Pfeiffer: We want to have copies of all the exhibits before that is done.

It is agreed between counsel for the respective parties that the reporters who took the examination before trial in Washington and in Chicago shall forward the same to Mr. Bonynge, together with the exhibits marked on those examinations, and that Mr. Bonynge shall file the same with the Court.

[fol. 2730a] CT-N. Y. News Synd. Miss Slott

[fol. 2731] U. S. v. AP

ABSTRACT

Deposition of Molly Slott Levinson
Chicago Tribune-New York News Syndicate
New York, May 12, 1943

Direct examination.

By Mr. Kirkland:

I go by the name of Miss Slott. I am Assistant Manager of the Chicago Tribune-New York News Syndicate. Mr. Crawford is General Manager. I have been with the Chicago Tribune 32 years. I started in the circulation department and have been with the Syndicate thirty years. The name of the Syndicate when I first went to work for it was Chicago Tribune Syndicate. I was with the Chicago Tribune Syndicate in Chicago until nine years ago when I was transferred to New York.

The Chicago Tribune Syndicate was changed to Chicago Tribune-New York News Syndicate about 1934. I came to New York in September, 1933. The Chicago Tribune-New York News Syndicate sells all the features that are used in the Chicago Tribune and the New York News—comics, women's features, fiction and sports.

The Chicago Tribune Press Service is part of the Chicago Tribune-New York News Syndicate. The Syndicate is a corporation of the State of Delaware. Most of the editing in connection with the Chicago Tribune Press Service is done in Chicago, very little in New York. There is an office or bureau in New York. I have nothing to do with the editing or collecting of news for the Chicago Tribune Press Service. That is all managed in Chicago.

I will refer to the Chicago Tribune-New York News Syndicate as the Syndicate from now on. The list of cus-[fol. 2732] tomers which you show me, which appeared in Exhibit 16, answer to Interrogatory No. 8 of the Government's interrogatories addressed to the Tribune Company and to Robert Rutherford McCormick, is a correct copy of the clients of the Syndicate who are members of AP. I helped compile it. There are other clients of the Syndicate who are not members of AP; offhand I should say the Washington Times-Herald, Erie Times, Xenia, Ohio,

Gazette, Wooster, Ohio, Record. These do not include all of the papers. I have just taken these at random. There is the Brooklyn, New York, Eagle; Pittsburgh Press; Bridgeport, Connecticut, Herald; Miami Beach Daily Topics; St. Louis Star Times; Cleveland, Ohio, Press; Zanesville, Ohio, News; Rock Springs, Wyoming, Rocket; Rawlins, Wyoming, Republican Bulletin; Worland, Wyoming, Northern Wyoming News; Hempstead, Long Island, News Day; Jamaica, Long Island, Press; Detroit, Michigan, Times; and that is all I recall. The Boston Globe, according to the year book Editor and Publisher,—the year books of 1941, 1942 and 1943 do not give the Boston Globe as an AP paper, but the 1940 book did give it as an AP paper. That is the reason it was omitted on Exhibit 16 of the government interrogatories.

Mr. Rugg: You do not give it in your other Exhibit, 14-A.

Mr. Kirkland: It should have been with these other AP papers that are customers of the Syndicate.

Mr. Rugg: I have the sheet that we have recently worked on and it does not give it.

The Witness: On pages 64 and 65 of Exhibit 17 of the Chicago Tribune and McCormick answers to the government interrogatories, answer to Interrogatory 10, which you show me, is a correct list of the features that the Syndi- [fol. 2733] cate published and sold in 1942. I helped make up the list. On page 65 of the same answer the figures are correct, that the number of newspaper subscribers for that service in the year 1942 were as follows: comics, 349; political cartoons, 12; fiction, 51 different articles or items; women's features, 45; Chicago Tribune Press Service, 17; other features, 132. "Other features" refers to a miscellaneous small lot of features that do not sell very widely, what we might call "Becky" that is run in the Chicago Tribune, and there is one by Bob Becker. It includes miscellaneous features.

There are restrictions which might be referred to as self-imposed restrictions on the sale of Syndicate features and comics. They are territory restrictions. For instance, the Los Angeles Times, when they buy they like to get a section of California, mostly the southern part of the state. The Chicago Tribune takes the five states that the Tribune refers to as Chicago-land, with very few exceptions. In other words, the Syndicate does not sell comic features in

those five states, with a few exceptions. Those five states are Iowa, Indiana, Wisconsin, Illinois and Michigan. The News in New York usually takes about 75 miles radius from New York City. The Philadelphia Inquirer, when they buy something, take a territorial restriction of around 40 miles. The Philadelphia Bulletin likes Eastern Pennsylvania,—they take a territorial restriction for Eastern Pennsylvania. Pittsburgh takes a little territory.

There are a number of other examples—Denver, Colorado. Because of the privileges we give to certain papers that we sell in those territories, we give them a certain territory in which we will not sell comics or features to [fol. 2734] someone else. There is no restriction because a paper may be an AP paper or an INS paper or a UP paper. We sell to any paper that is not within those restricted territories.

(Form of contract of Chicago Tribune-New York News Syndicate, Inc. was marked Defendants' Exhibit 41 for identification, May 12, 1943.)

The paper which you show me marked Defendants' Exhibit 41 for identification as of this date is a copy of the usual form of contract entered into between the Syndicate and its clients. There is nothing in the contract about any exclusive territory or any provision that we will not sell to anyone else in the same town. As to whether we have such regulations or rules in the Syndicate, it is an understood regulation that we will not sell the same features to two papers in the same town, and that applies to comics too.

(Paper dated May 11, 1943, showing starting dates of present comics of Chicago Tribune-New York News Syndicate, Inc. marked Defendants' Exhibit 42 for identification, May 12, 1943).

This is a list of the starting dates of our different comics There are five that were started prior to 1924. The balance were started since 1924 but mostly in the period between 1933 and the present date. When I started with the Syndicate in Chicago I would say they had about ten features and comics for sale. I recall the two top ones. These were the only ones that amounted to much—Peter Findlay Dunn, which was "Mr. Dooley", and Lillie. The growth

from that time down to the present time has been a gradual and continuous growth in both comics and features. Financially it has been very productive—just a continuous growth.

[fol. 2735] Taking one of the comics as an illustration, "Terry and the Pirates." That started October 22, 1934, according to this exhibit. When I was transferred from Chicago to New York Mr. Patterson asked me to keep on the lookout for possibilities in the way of comic strips or comic artists; and I had been following a strip that very few people had been talking about, "Dickie Dare," done by an AP cartoonist. It was not widely syndicated but it had a little quality; it don't look at all like what we have now. I had been snipping them and putting them on Mr. Patterson's desk. About six months after that an artist came into our office, with a letter of introduction, and showed us some drawings very much on the same style as "Dickie Dare," and said that he was the artist that was doing "Dickie Dare." He was working for AP. I went back to Mr. Patterson and told him that the man whose work we had been watching was trying to sell us another strip. He said "Is it good?" And I said "Yes, I think that his style is very good." He said, "Well, we don't want another little boy strip, because we have got one, and we try to balance our reader appeal in our different strips." He came back and talked to Mr. Caniff, the artist, and he gave me the idea then of trying out an orienfal strip with a woman pilot, a Chinese pilot, who was to be fabulously wealthy, etc. He told me to read up on the characters—he had just finished reading some book that appealed to him—and left it to me to talk to this artist about salary. The artist had been with AP and was at that time drawing six daily strips and six panels for $125 a week. We liked to start our men on $100 a week, with a 50 per cent gross royalty, which is their biggest portion of income. Mr. Caniff was so anxious to come with our Syndicate that he said he would come for less than AP. His income today from the Syndicate I should say is about $43,000 a year.

[fol. 2736] Mr. Patterson supervises the work of all three artists that draw comics. We have published "Terry and the Pirates" and the Syndicate has continued to sell it from that time down to now. We pick these comics for their appeal to the readers. As to how we separate them

in regard to reader appeal, I should say that the family strip depicts the squabbles, petty quarrels, etc. of every day life. "Little Orphan Annie" is the sob-tears-beneath-the-smile sort of thing. "Daddy Long Legs" or "Cinderella" has been a popular theme. "Moon Mullins" is an out and out humorous strip. Some people might call it low-brow. I have heard one of the professors of Harvard say that it appeals to the highest of the high brows and the lowest of the low brows. "Dick Tracy" is a crime-does-not-pay detective. "Winnie Winkle" was a color strip. "Gasoline Alley" was the first strip that has its characters keep growing, just as anyone of our own little families might grow. It was the first of all comics where the characters actually grow. Since then there have been one or two that have copies it.

All of these on Exhibit 42 have appeal to some particular client. There is the office boy, there is the teen-age, they get the "Teenie Weenies" that are for very young folks; that is more of a story account. Compared with King Features, 22 on the list is a small number. We go after quality. We do not have two detective strips because "Dick Tracy" has been successful. When we get a successful strip we do not try to duplicate it for sale across the street.

Smiling Zack Mosley, now Capt. Zack Mosley, is an air pilot; that is an aviation strip. In order to intelligently draw a strip of that character Mr. Patterson thought a man [fol. 2737] ought to know how to fly, and Mr. Mosley had to go out and learn to fly. He bought his own plane.

The difference between the comic strip put out today and the comic strip put out when I started in is that most of them run in continuity which they never did before. We think Mr. Patterson's suggestion was the first on continuity. That includes romance and adventure.

The comics which the Syndicate sells must be used in the Chicago Tribune or the New York News. We have some comics that are used in the Tribune that are not used in the news.

King Features is our biggest competitor but all of the syndicates have comics.

As to surveys made of the value of comics in selling papers and of which particular comic ranks the highest on reader appeal, I remember the Publishers Syndicate,

which is owned by the Gallup survey group, Professor Gallup, made a survey, an independent survey, and found that "Orphan Annie" and "Dick Tracy" were by far the two most popular comics in the country. On the strength of that they started a couple of comics, "Dan Dunn" and "Mary Worth." "Mary Worth" started as "Apple Mary." They went out and sold those two strips and, in fact, sold our "Tracy" and "Annie."

We do not have any competition with AP in comics. We do not think we have competition with AP features. The reason why, in my opinion, we have no competition with AP comics or features is that I don't think their appeal is strong enough to lend us competition.

Since the time of which I speak when Dr. Gallup made a survey, there have been other surveys made in the country by other agencies along the same line. I have in mind two [fol. 2738] surveys with which the Syndicate had nothing whatever to do. There is the Advertising Research Bureau which made a survey on readership appeal—not on comics, but on readership appeal—and also Sales Management, another trade paper. In Sales Management there is a cross section of ten large cities, and in those cities, out of the first ten comics picked, the Chicago Tribune-New York News Syndicate had five of them, and in those ten cities we could not sell in several of them because they were in territories already closed. So the survey was taken in territories where the Syndicate had no newspaper producing their comics. One city I had in mind, I think, was Decatur, Illinois. We could not sell there because it was Chicago Tribune territory.

(Photostatic copy of a wagon poster was marked Defendants' Exhibit No. 43 for identification, May 12, 1943.)

(Paper headed "of the first 50 morning newspapers in the United States and Canada in total advertising for the year 1942, according to Media Records, those using some feature or features from the Chicago Tribune-New York News Syndicate are the following" was marked Defendants' Exhibit No. 44 for identification, May 12, 1943.)

(Paper headed "Of the first 50 evening newspapers in the United States and Canada in total advertising for the year 1942, according to Media Records, those using some feature or features from the Chicago Tribune-New York

News Syndicate are the following" was marked Defendants' Exhibit No. 45 for identification, May 12, 1943.)

(Paper headed "Chicago Tribune-New York News clients on the basis of circulation leadership. Figures taken from the Editor & Publisher Year Book for 1943 [fol. 2739] show the following newspapers lead in circulation in the United States" was marked Defendants' Exhibit No. 46 for identification, May 12, 1943.)

(Pamphlet entitled "Reproductions of Chicago Tribune-New York News Syndicate advertisements which have recently appeared in Editor & Publisher" was marked Defendants' Exhibit No. 47 for identification, May 12, 1943.)

Defendants' Exhibit 43 for identification is a photograpic copy of a wagon poster used by the Philadelphia Bulletin at the time they took over some of the Philadelphia Ledger's features. The Philadelphia Ledger had carried several of our comics. They carry "The Gumps." They carry "Smitty," "Gasoline Alley" and "Harold Teen." Exhibit 43 is a photostat they sent out when they took over the Ledger comics. None but the Syndicate comics are mentioned in that exhibit.

Defendants' Exhibit 47 for identification, which you show me, is a pamphlet containing copies of full page advertisements which we used in trade papers. It includes some letters from publishers. That is what publishers have had to say about comics and features.

Defendants' Exhibit 44 for identification, which you show me, is a breakdown of the list of newspapers studied by Media Records showing the leading newspapers as to the advertising volume which they secured in United States and Canada. It is a survey of 50 morning papers, and out of those 50 morning papers 39 carry Chicago Tribune-New York News Syndicate features. As to the balance of 11 that do not carry the Syndicate features or comics, 6 of them cannot be sold because of territorial rights and 3 of them are Hearst papers, and because of their affiliations we do not sell them. They are not particularly anxious to advertise our comics.

[fol. 2740] Defendants' Exhibit 45 for identification, which you show me, is a list of evening papers surveyed by Media Records for daily volume. Out of 50 with the largest advertising volume, 38 carry our features. That is also United States and Canada. They are the 50 with the largest ad-

vertising record for the year 1942. That is taken from the 1943 Media Records. 38 carry Syndicate features or comics, and as to the other 12 the territorial reason applying to them is the same as the others, either because of territorial rights or affiliated with feature organizations—King Features or UP or NEA or Scripps-Howard.

Exhibit 46 which you show me is a list of figures taken from Editor & Publisher Year Book for 1943, showing the 50 newspapers that lead in circulation in the United States. The column on the right hand side shows which of those papers take our features and the reason that we cannot sell the others is mostly territorial.

Four of the comics on Exhibit 43 antedated 1924. It is unusual for comics to exist that long. When comics seem to lose favor with the public we contact the artist with new ideas and do something to boost it.

As to features classified as "Fiction" rather than comics, our fiction is first-run. In other words, we buy stories before they appear in book form or in the movies or in any printed form. They are submitted by authors direct or through agents. The manuscript is read by several readers before finally either accepted or rejected by our fiction editor. Our fiction editor is Miss Mary King. She is Mrs. Patterson.

In order to determine whether comics or features have lost their reader appeal, publishers have left them out to get reader reaction and sometimes they have left out some of them not on purpose but because shipments have been lost, and they get reader reaction in that way. They get [fol. 2741] letters or communications from readers.

The Syndicate has two salesmen, and Mr. Crawford does quite a bit of traveling. He is the manager and does quite a bit of traveling and selling.

As to the figures expended by the Syndicate that year, I consulted with Mr. Derham on that.

Cross examination.

By Mr. Rugg:

The Zenia Gazette, of Ohio, appears in Exhibit 16. The list made up for me by my office says that that is not an AP member. I have Exhibit 16 before me.

Mr. Rugg: That is listed as UP and not AP.

Mr. Kirkland: It should not be in Exhibit 16 then.

The Witness: I listed the Wooster, Ohio, Record in my testimony and that also appears in Exhibit 16. According to the list I have just made up in the office it is a non-AP paper.

Mr. Rugg: That would appear as a non-AP paper, from the Editor & Publisher.

Mr. Kirkland: It should not be in Exhibit 16 then.

The Witness: Under these territorial self-imposed restrictions in connection with the sale of the Chicago Tribune-New York News features we can under our practice sell them one comic strip and give them a territorial restriction and then sell in that same territory another strip. Our customers do not necessarily buy the entire line that the Chicago Tribune Syndicate has of comics. Each comic is sold separately with rights only on that strip. This arrangement as to territorial rights is usually typed in the contract between the Syndicate and their clients. It would [fol. 2742] not be in that form. There is not always a definition of the area of the territory and a commitment on the part of the Syndicate. If we sold a feature in a certain state, whether they had territorial rights or not, we would not go in their back yard and sell it. There is nothing akin to an asset value clause in the contract.

None of our artists, or feature composers, or authors work for the Syndicate and at the same time for some other syndicate. After Mr. Caniff crystalized his relations with us he ceased his relations with AP. They are all-exclusive service contracts.

We do not consider the AP comics and features as genuine or realistic competitors of our features or comics. That is because we do not think they are very good. We don't think they compare in appeal with comics offered even by some of the other syndicates. As a matter of practice we sell a lot of AP members comics and features and those AP members who are our clients on comics and features publish in addition to ours the AP comics and features. I should say a good number of them do. Some of them publish some comics and no features, and some features and no comics. I cannot answer that definitely because I have not made a survey of it.

As to whether there is any difference in degree of excellence between AP features and AP comics, I would say that I think their features are better than their comics. By features I mean feature articles like "women's Fea-

tures." Foreign features would be news, about which I do not know very much. By features I mean articles on bridge and the theater, the Victory Garden and the like.

[fol. 2743] Defendants' Exhibit 44 is a list of 50 morning papers in this country and Canada, compiled from the Media Records. It shows the first 50 papers by their volume of advertising material and the first 39 of those 50 are ours. In Defendants' Exhibit 44 for identification the arrangement of the 50 morning papers that have the largest advertising is not in the order of the amount of advertising. The arrangement is a purely chance arrangement.

The practical realistic index of a successful paper is the volume of advertising it carries. Advertising is the primary source of income to any paper in this country or Canada in dollars and cents. The Media Records is a company not controlled by any particular newspaper. It makes a periodic compilation of records from its own research and study of the volume of advertising carried by papers included in the studies. They include in their research and studies all the papers published in this country and Canada. The 50 papers listed on Exhibit 44 are the 50 most profitable morning papers in this country and Canada as to gross profits. Of the 39 papers in the list none are Canadian papers. The list of 50 included Canadian papers. I believe only one of the list of 50 was a Canadian paper. Of the 39 morning papers in that list carrying the largest advertising lineage, all are members of the AP. I have not checked on the others. Mr. O'Connor made that list up. I would say that all of the 49 are members of AP for the year 1942.

Referring to Exhibit 45 for identification, it is a similar list as to afternoon or evening papers, that is similar to Defendants' Exhibit 44. This list has one paper that is a non-AP paper that I recognize right off. On Exhibit 45 there are listed 50 afternoon or evening papers published in the United States and Canada that have the largest daily lineage during the calendar year 1942. This exhibit [fol. 2744] was compiled from Media Records. Media records are accepted by the newspaper profession as being practically accurate for business purposes. It is recognized as the authentic source of that character of material. Of the 50 evening papers of largest lineage listed on Exhibit 45 I recognize one which is not a member of AP. That is the Washington Times-Herald. It is listed as an afternoon

paper. I do not know any other paper that is not a member of AP. There are some Canadian papers listed here. I am not sure about the Montreal Press and the Montreal Star.

Mr. Rugg: I think we can agree that the Canadian papers are not regular members of the AP.

Mr. Pfeiffer: They are not members.

Witness: The Pittsburgh Press is not included on that afternoon list. The Pittsburgh Sun-Telegraph is; it was in here and crossed out. It was just added to the list. It is on the list, that is, the Pittsburgh Press, and the Pittsburgh Press is not a member of AP. Except for the Canadian papers and except for the Washington Times-Herald and the Pittsburgh Press, according to Exhibit 45 the evening papers that have the largest paid advertising lineage are members of AP. The Camden Courier is not on this list. The Newark News appears to be a member. The Milwaukee Journal I am sure is. The Indianapolis News I am sure is. The Chicago Daily News and the Flint Journal are. The New York Sun is and the South Bend Tribune is.

Mr. Rugg: Can we agree on the New York World Telegram?

Mr. Kirkland: Both AP and UP. The Flint Journal is also UP.

The Witness: The Camden Courier is not. The Baltimore News Post is.

[fol. 2745] Mr. Kirkland: It is also AP, UP and INS.

The Witness: The Hartford Times is, the Rochester Times Union is. The Sacramento Bee is. The San Diego Tribune-Sun is. With the exception of the Pittsburgh Press, the Washington Times-Herald, the Camden Courier, the Detroit Times and the Canadian papers listed, all the papers on Exhibit 45 for identification are members of AP.

Mr. Pfeiffer: I reserve my objection to this method of proving what the records of the Media Records outfit are. The best proof is the records themselves, and as to membership in AP the best evidence is the records of AP.

The Witness: Exhibit 46 contains a list of the 50 newspapers published in the United States, both morning and evening, arranged in the order of the size of their circulation as published in the 1943 annual year book of Editor & Publisher. That is the New York Daily News, appearing first on the list, with a circulation of 2,013,200, is the paper having the largest circulation in the country. These

figures are on the basis of circulation in the year 1942. The star indicates whether the papers are clients of or subscribers to the Chicago Tribune Press Service. On the right hand side it is shown whether they are subscribers to the Chicago Tribune-New York News feature or comic services.

As to how many of those 50 papers are members of AP as indicated on Exhibit 14-A of the answer of the Chicago Tribune and Mr. McCormick, I see the Pittsburgh Press and the Detroit Times, offhand. The Cleveland Press is down there too. The Chicago Sun is down too. Out of the 50 papers, all of them are members of AP with the exception of the following six: Chicago Sun, Detroit Times, Cleveland Press, Los Angeles News, St. Louis Star Times and the Pittsburgh Press. Of the six, the Chicago Sun [fol. 2746] is a morning paper; the Detroit Times, Cleveland Press, Los Angeles News, St. Louis Star Times and the Pittsburgh Press are evening papers. The Los Angeles News is a 24 hour paper. An additional exception is the Washington Times-Herald which is a round-the-clock paper and not a member of AP.

The Chicago Tribune-New York News Syndicate sells features to the Boston Hearst paper, the Pittsburgh Hearst paper, the Detroit Times, the Los Angeles Herald Express and the Seattle Post Intelligencer. Those 5 Hearst papers are clients of the feature service; there may be more. San Francisco Call-Bulletin and the New York Mirror should be in there. I think that covers all of them. There are at least 7 Hearst papers that are purchasers of one or more of the features or comics of the Chicago Tribune-New York News Syndicate. Also the Albany Times Union. Instead of at least 7 there are at least 8.

We sell in Boston the Boston Post, the Boston Record, the Boston Traveler, the Boston Evening Globe and the Boston American. Those 5 papers are purchasing different features or comics, and it would be exclusive as to the particular item or strip which they were acquiring from us.

Redirect examination.

By Mr. Kirkland:

The highest paid artist in the Syndicate is Harold Gray, who draws "Orphan Annie." In 1942 he drew around $110,000. Out of the contracts that the Syndicate has with

these artists it retains the ownership of the title to the strips. We have copyrights on them. And the contract prohibits the artist from drawing for anyone else.

Referring to Defendants' Exhibit 44, which is the one concerning the 50 morning papers in regard to circulation [fol. 2747] volume, there is nothing in that exhibit by which I can tell whether any one of those papers was a financial success in 1942 or any other year, except they show the advertising. They are amongst the 50 papers that have the largest advertising volume. There is nothing on it to show the lineage. There is nothing to show the rate. I do not know about the Washington Post, whether it makes money or not. From that exhibit alone, outside of my personal knowledge, there is nothing by which anyone can tell by looking at it whether they were financial successes. When we are selling to these papers we do not get financial statements from them. When I said that a certain number of these papers were AP members I did not mean to say that is the only news agency they have.

Recross-examination.

By Mr. Rugg:

The arrangement of the afternoon papers on the list is all a matter of chance rather than magnitude of their advertising as it was in the morning list. While the linage, paid advertising linage, does not indicate the net income of the paper, it does indicate the magnitude of the source of revenue from the largest revenue producing item in a morning newspaper.

By Mr. Kirkland:

I am willing to waive the reading and signing of my deposition.

(Attorneys agreeable to waiver of reading and signing of deposition.)

[fol. 2747a] CT-NYNews Synd. Derham

[fol. 2748] US v AP

ABSTRACT

Deposition of JOHN A. DERHAM, Chicago Tribune-New York News Syndicate, New York, May 12, 1943

Direct Examination.

By Mr. Kirkland:

I live in Manhasset, Long Island, New York. I am the Assistant Treasurer of the Chicago Tribune-New York News Syndicate and Auditor and Comptroller of the New York Daily News. I am a certified public accountant. I have been with the New York Daily News three years. Before that I was with the Chicago Tribune for 16 years. The accounting records of the New York News are in my custody. I have had made up for your supervision a statement of the expenditures of the New York News for collection of news in the year 1942.

(Schedule headed "1942 Expenditures for collection of news by New York News" was marked Defendants' Exhibit No. 48 for identification, May 12, 1943.)

Exhibit 48 is a statement of the 1942 expenditures for the collection of news by the New York News. New York News expended in the year 1942 for the collection of news a total of $2,304,033.70. Defendants' Exhibit 4, as compared with Defendants' Exhibit 48, shows the New York News total to be lower than on that statement. When I say that the New York figures are lower I mean that the figures on Exhibit 4 are lower than those on Defendants' Exhibit 48. I made some correction in them. In Defendants' Exhibit 4 the cost of short wave radio has been omitted. The cost of short wave radio with salaries and expenses amounted to $21,942.28. That is the cost to the [fol. 2749] New York Daily News. There was another change under "Services." The payment to the Chicago Tribune-New York News Syndicate listed in the Exhibit 4 at $104,575 has been reduced to $103,275 in Exhibit 48. Those are the only changes.

The total expenditure for the year 1942 by the News for the collection of news was $2,304,033.70. With reference

to the short wave radio item, we maintain in our news and editorial department a short wave receiving set so as to get the radio news direct from England or the continent. We have several receivers and they are manned day and night.

The item in the amount of $53,000 on Exhibit 48, "Associated Press-Photographic, $53,000," includes all photographs from AP. It is not confined to Wirefotos; it includes all.

The total expenditures of the Chicago Tribune-New York News Syndicate for the collection of pictures and features and press service for 1942, that is, the total expenses for the year 1942, amounted to $1,484,213.31. The total receipts for the year 1942 were $1,548,041.06. With reference to the answers to the government interrogatories by the Tribune, on page 63, where it says that the total amount received during the year 1942 for the Tribune Company or any subsidiary thereof, including Chicago Tribune-New York News Syndicate, Inc., from AP members in payment for the furnishing of news, and where the answer is $1,428,779.03; and referring also to page 65 where the answer states that the amount which the Tribune Company and its subsidiaries received during the year 1942 from newspaper subscribers to the foregoing services was $1,428,779.03;—the correct figure is $1,548,041.06. The figure which I gave on expenditures is before taxes, that is, before government taxes.

[fol. 2750] Cross-examination.

By Mr. Rugg:

I cannot answer the question as to what the taxes were. I am sure I cannot give you all the government taxes; I can give you the provision for federal income and capital stock taxes for 1942. That amounts to $41,580.01. Now, in addition to that, there is a provision for New York State franchise tax which is not included in the total expenses of $1,484,213.31. The provision for the New York State franchise tax for the year 1942 is $6,285.14.

I can break down the figure for the expenditures of the Chicago Tribune-New York News Syndicate to show the amount expended for press service as distinguished from the comic and feature services. I have a total figure for

the News Bureau expense for the year 1942; that amounts to $76,775.67. That is the total expense charged against the News Bureau in 1942. The total receipts from the sale of press service or news service was $108,105.46.

The New York Daily News is a subscriber to UP. It paid UP in 1942 $42,871.81. It has been a subscriber of UP for quite a while.

Redirect examination.

By Mr. Kirkland:

It would appear that the contract between the News and UP was apparently a little more favorable to the News than the contract between the News and AP. I cannot answer as to what type of report is obtained from AP or from UP. The Managing Editor would know better about that.

I waive the reading and signing of my testimony.

(Counsel stipulated to waive the signing.)

[fol. 2750a] CT-NY News Synd. Clarke

[fol. 2751] US v AP

ABSTRACT

Deposition of RICHARD CLARKE, Chicago Tribune-New York News Syndicate, May 12, 1943, New York

Direct examination.

By Mr. Kirkland:

I live at 130 East End Avenue. I am Managing Editor of the New York News. I went to the News as a sort of assistant city editor in the fall of 1919. I later shifted to the picture department and was there for two or three years. I had a brief period as Sunday editor when the Sunday News was started. Then I went to the World as rotogravure editor and as assistant Sunday editor for about seven years, from 1922 to 1930. Then I returned to the News as automobile and real estate editor. About two years later I became Sunday editor and had that job for about

six or seven years and then became Managing Editor where I have been for three and a half years. My father was the first managing editor of the News. I am a graduate of Harvard. I was in the Service before I took up this position with the News.

The daily circulation of the New York News was about two million. The average Sunday circulation in 1942 was between 3,900,000 and 4,000,000. I went there when the News was about two months old, in 1919. During that time, from the time it was started, the News has not, to my knowledge, consolidated with any other newspaper and was just one publication.

The News takes services from the following news agencies: AP, UP, Chicago Tribune Press Service, Standard News. Those are the large ones. When I went to the News in 1919 it had UP only. It obtained AP in about [fol. 2752] 1926 to 1927. The circulation of the News before it took AP was about 1,200,000. It took AP after having gotten up to 1,200,000 with UP alone because by having the extra service it was possible to put out a better paper. It gave us the possibility of choice on important stories —comparing AP and UP and taking the story that seemed better in the minds of the editors. The prestige was involved. There was more prestige in having two than in having one. If the situation were reversed, we would have taken UP in addition to AP for the same reasons.

As to Defendants' Exhibit 48, showing that the News paid AP for news alone $76,241.49 and UP $42,871.81, we carry a much larger volume of AP news. I think that is the most important consideration. We have a better arrangement with UP for our own operation because we pay them for what is known as their night wire, which opens about 3 o'clock in the afternoon and gives us service for about 12 hours, from 2 P.M. to 3 A.M. In that time we receive about 75,000 words. With the AP situation it is a little different. We have 24 hour service from them and the total wordage runs about 200,000 in the 24-hour period. However, much of that we cannot use and we do not even let it come into the office because part of it, approximately half of it, is intended for afternoon papers. We could make no use of it and it would be just a terrible amount of duplication and a great deal of copy that our editors would have to weed out and throw away. As to

making the same arrangement with AP that we make with UP, there is no choice as to giving up part of AP. I do not think we ever had the same 24-hour service with UP. We may have had it at one time but we just ran into this duplication that I have referred to and then we cut it out. [fol. 2753] We would give up the day service from AP if we could and, in practice we do because we just turn off the ticker. The material is there. If we throw the switch it comes in and if we throw it off it does not—so we throw it off. I would say we get about 100,000 words from AP and about 75,000 from UP.

As to the make-up, in a general way, of the editorial staff of the News, it is roughly divided into the city desk, the telegraph and cable desk—we have only one, we do not divide them—the news desk, the picture desk, the art department, the Sunday department, and the morgue if you want to put that in, the library. We have a sports editor and a society editor. You could lump all those as features—society editor, drama, movies, financial. The telegraph and cable editor is the same thing; we have just one desk. There are 237 employees on the News payroll that have to do with the collecting and editing of news. I would like to add about 29 who handle our radio broadcasts. They actually do the same sort of work although they do not publish. They send over the air. That 237 includes all the people who collect and edit news and pictures which appear in the paper.

We have no foreign staff at all. We have two correspondents abroad at the moment, they are staff men; one is in Australia and one in England. We have an arrangement with the London Daily Mirror so that they will provide us with anything we ask for in the way of news from England and that is our only source. We have the CTPS. We have about 200 string men. In the last two or three years we have used them very little. That is because of the importance of foreign news in that period. It has crowded almost everything else out of the paper.

[fol. 2754] Of the domestic news I would say that between 60 and 75 per cent comes from Washington so that there is very little left for string men to do. That condition did not exist earlier. That is since 1939. We have a Washington Bureau. There are four active reporters and three office workers, a total of seven. We have an exchange

arrangement with the Los Angeles Times whereby they will provide us on request with any number of words we want on any local story there. The same condition exists with the San Francisco Chronicle. The Washington City News Bureau is a ticker service that operates into our Washington Bureau and more than anything else it is a schedule of events with a short summary of what has gone on during the day and what is going to take place the following day—congressional committee meetings, investigations and things like that.

The payment to the AP for the city service is included in the $76,000. That is $350 a week as included in the $76,000. It is payable to AP for New York local news service. It is a report on all the courts in the city and the more important conferences that take place every day, interviews with celebrities—it is a skeleton service of the daily news in the city. Before we got it from AP the work was done by what was known as New York City News Association and it was exactly what the name says, an association of nearly all the daily papers in New York. The charge now is known as AP Local. The change took place sometime in the summer, June or July, of last year. That is why we have two items. The figure to the New York City News was previous to that part of the work having been taken over in the middle of the year by the AP; so that if it was taken over in the middle of the year that would be six months, and at $350 a week that would be deducted from the $76,000 to find out actually what was [fol. 2755] paid AP for night reports.

We have the same arrangement with the San Francisco Chronicle and the Los Angeles Times. They will supply us with anything we want by way of special stories, on request. The relationship with the London Mirror has existed approximately 12 years. It is a friendly relationship today and always has been. The Mirror is the original British tabloid, as far as I know, founded about the turn of the century by Lord Northcliff. In 1942 the circulation was, I would guess, a million and a half.

The circulation I gave for the New York Daily News in 1942, the daily, exceeds the combined daily morning circulation of the other papers. The four million Sunday exceeds the combined circulation of the other papers greatly. There is no other paper in the United States with

that circulation on Sunday. Next closest is the Mirror in New York. News of the World, which is a sort of empire weekly got out in London, claims a circulation of well above four million. It is a weekly paper. There are no papers in London that I know of with a larger daily circulation than the New York News.

As to the charge on Exhibit 48 for photographs, Wirefotos and other kinds, we do not take wirefotos from Acme. We take them from AP. There was no such thing as wirefotos when we took AP in 1927. We do not take the International Sound Photos; that is a Hearst. The only wire transmission of photos that we get regularly is AP Wirefoto. Then we also have a sending and receiving machine which is supplied to us by AP and which we can use ourselves by simply taking the machine to the spot where the picture is made, hooking it up on a telephone wire [fol. 2756] with our office where the receiving set is and transmitting it that way. I have seen wirefotos which are furnished by King Features and have seen the Acme wirefotos. Each service has its day in getting the best transmission; sometimes it's Acme, sometimes it's AP and sometimes it's INS. There is no particular difference in the over-all quality of the three services as they come from the wire. With regard to ordinary photographs, we get some of them from Acme. We buy them from any service that cares to sell them; there are more than 20 in New York now. We buy from International; that is our largest source outside of our contracts. They will sell to us. Then there is an organization known as Haas Photos. There is one called Black Star, which specializes in foreign pictures; Underwood & Underwood is still in business in a small way; Harris & Ewing and Underwood & Underwood are together. They deal chiefly with portraits of Washington people.

There is no possibility of making any arrangements on war pictures now because everything passes through censorship and everything is distributed to any publisher who wants it. An exception to that is material of the sort that Life uses, which is made by their own men, and even those pictures, after they pass through the censorship, are often made available to us. There is no such thing as an exclusive war picture now for practical purposes.

There are now about 50 employees in our photographic department. About 30 of those are photographers. The

others are editors and printers, men who work inside. We very often send photographers outside of New York. In the last month we have had one man in Alaska, one man in Florida, another man in Baltimore for a stay of about two weeks; we had the same man make a cruise in a Liberty ship up the coast.

[fol. 2757] As a news source we also have applicable to us the Chicago Tribune with the exception of its AP news. We use the service of the Chicago Tribune Press Service. We do no editing of the CTPS service. At your request I made a table of the editorial contents, or what might be called a breakdown of the editorial content of the News for a couple of weeks. We just took the last two complete weeks.

(Tabulation headed "Editorial content breakdown" for the week beginning Sunday, April 25, 1943, was marked Defendants' Exhibit 49 for identification, May 12, 1943.)

(Paper headed "Editorial contents breakdown" for the week beginning Sunday, May 2nd, 1943, was marked Defendants' Exhibit No. 50 for identification, May 12, 1943.)

Referring to Exhibit 48, we paid Acme Picture Service in 1942 the sum of $31,285. That was for the great volume of pictures that they supplied us with, but not wire transmitted. They were domestic and foreign pictures both. We got them by mail and any other way, from all their correspondents and staff men who are scattered all over the world. We buy photographs from Acme.

Defendants' Exhibit 49 for identification shows what proportion of our total news contents each day is supplied by our own people; that is labeled local; how much we get from AP and how much we get from UP. Then there is also a breakdown of that percentage into foreign and domestic news. Taking the first one, Sunday, April 25, 1943, the local news contents was 49 per cent. We bought wire news amounting to 30 per cent from AP and wire news from UP amounting to 20 per cent of the news contents and we broke it down into foreign and domestic; so that of that 30 per cent 12 per cent was foreign news and 18 [fol. 2758] per cent was domestic; and the UP, 8 per cent of their 20 per cent of the total news contents was foreign news and 13 per cent domestic news. So that left us, if AP and UP went out of business and we could not buy INS, with 20 per cent of our own foreign news to get

from someone else and 31 per cent of our domestic news to get from someone else.

On Monday, April 26, AP furnished 26 per cent of the total contents and UP 21 per cent; and the next day, Tuesday, the percentage of AP was 28 per cent and UP 21 per cent; and then there is a day when AP was pretty high, 41 per cent, and UP was pretty low, 9 per cent,—I do not know how that happened. On Thursday, April 29th, it was 16 per cent AP of the total contents and UP was 25 per cent. And on Friday, April 30th, the percentages were AP 21 per cent and UP 17 per cent; and on Saturday, May 1st, the percentages were AP 26 per cent and UP 20 per cent.

Exhibit 50 is the same thing, only for the next week. On Sunday, May 2nd, AP furnished 31 per cent of the total news contents and UP 15 per cent; on Monday, May 3rd, AP 19 per cent and UP 14 per cent. On Tuesday, May 4th, AP furnished 20 per cent and UP 28 per cent. On Wednesday, May 5th, AP furnished 24 per cent and UP 27 per cent. On Thursday, May 6th, AP furnished 15 per cent and UP 24 per cent. On May 7th, Friday, AP furnished 27 per cent and UP 15 per cent; and on Saturday, May 8th, AP 26 per cent and UP 25 per cent. And the 7-day total of that week, as shown by Exhibit 50, is AP 23 per cent of the contents and UP 21 per cent. At the end of the year, according to my judgment or best recollection, as to how the percentages would appear, that is, how much UP and how much AP, I doubt if there would be a difference of more than 2 per cent. I imagine it would run about 24 per cent UP and 26 per cent AP.

[fol. 2759] As to how we determine whether to use an AP or UP story, occasionally we take the one that comes first, especially if it comes close to press time. When we have a chance to compare the two we do that and we take the one that we consider the better of the two. We also make extracts from one story and insert them with credit to the other. For instance, if a story of a battle in Tunisia comes in, if it is provided by UP we run it under the UP credit line, and then three or four paragraphs down we lift an item out of an AP dispatch and drop it into the UP, crediting it to the AP, so that the source is always definitely known. Combining the two that way we think we get the best or that we give our

readers the best possible of both. It is a matter of using our judgment as to which one is the better story, and the matter of time also figures in there.

As to my opinion as to the relative merits of the two agencies, AP has a greater volume; its report as a general thing is more purely factual than UP; sometimes its stories from our point of view are rather dull. Until recently UP went in more for eye-witness stuff than AP ever did. AP is doing it now to a greater extent. The UP report in the years that I have dealt with it is generally more interestingly presented. I would say that the UP report is more entertainingly written; I would not say better, because it depends upon what your editorial principles are. It is my impression that the UP writers are given a freer hand in what they do. They are allowed to express more of their personal opinion than the AP writers. However, there are some men on the AP staff who are given a lot of leeway now.

[fol. 2760] I consider the UP report as well written as the AP. I cannot say that one is better than the other. It is a matter of preference. The UP for many years has made somewhat of a specialty of these color stories. Recently the AP has expanded in that branch and it is catching up, but for a good many years UP was superior in that branch. I consider AP a complete coverage. As to whether the fact that one agency had a great many more words in their night and day report than the other, the fact that one agency had more bureaus abroad than another or more bureaus in this country than the other, more wire service and probably more employees, is a criterion by which to determine the efficiency of the report: because the News is a tabloid paper, terrific volume is just a handicap to us. The greater volume we get the more we have to do to cut it down to our size. That has become recently true of any newspaper since we have had newsprint restriction. If the Chicago Tribune uses about 16 per cent or less of the wordage sent to it by AP, our per cent is probably about 6 or 7. We get more from either agency than we ever use. I have never worked on a newspaper that took INS.

With reference to the volume of foreign news that came from AP and UP, as shown in Exhibit 50, if AP and UP were to go out of business tomorrow we could replace that foreign news. We would start by using the radio a great

deal more than we do now. If those two services went out of business I have not the least doubt that the big broadcasting chains would expand their radio service. We have it now but they would give us a lot more than they do. They operate listening posts in New York and other places and they put out reports free for newspaper use on what they pick up over the air. That would be the quick way to get [fol. 2761] the foreign news. Then later we could make arrangements with British newspapers, possibly Spanish newspapers, Swedish, Swiss, to build up a service of our own, and that could be done very quickly. In talking about listening posts I am referring to the short wave listening posts. We do get news from that source now. We have a short wave that we use. We operate it now about 10 hours a day and we could get it on a 24 hour basis. The foreign news of the Chicago Tribune Press Service would also be available. That could be expanded very quickly to entirely complete news. We could go and buy Reuters. As far as I know, it was offered to us a few months ago and we could probably buy it overnight if we wanted it.

The domestic news which we used for the two weeks beginning April 25th and ending May 8th, as shown on Exhibits 49 and 50, could correctly be called domestic wire news. This domestic news includes Washington news; a very large proportion of it is Washington news today. We have a Washington Bureau of our own and the Chicago Tribune has a large Washington Bureau, and we would probably include others if AP and UP were cut-off. A great many of the bureaus and departments in Washington have what they call hand-outs. It is hard to keep away from it. I would guess that from 60 to 75 per cent of the domestic news received from AP and UP is Washington news. A very high percentage originates in Washington. It leaves a very small percentage of domestic news that we rely on.

Our paper carries very little news of events from the middle west and far western states. As to other sources for getting that, we have our own correspondents and we have these exchange arrangements that I have mentioned with the Los Angeles Times and the San Francisco Chron- [fol. 2762] icle. We also have the Tribune and the Tribune Press. If AP and UP were to cease doing business next week, for the percentage of domestic news outside of the

Washington news we would lean heavily on CTPS. And immediately the big services were removed, all our correspondents everywhere would supply us with a lot more material than they do now. Now they work on request. They offer us very little of their own volition. But if the big services went out we would be swamped with offers. Assuming that we cannot buy the INS service because we are in a town that is referred to as Hearst territory, I do not consider that the possession of either AP or the UP news service is absolutely indispensable to the life of any newspaper. I say that for the reasons which I have given. It would be expensive. It would take a little time to make the change over, but it could be done.

I do not believe that there is enough difference between the AP and UP reports to make the success or failure of any daily paper in the United States. I do not believe it is dependent upon the possession of one of those services. I know that the by-law of AP requires that the members of AP return to the association local news of spontaneous origin. The News does that. I doubt if that is of as much importance today as it was 20 years ago as far as newspapers are concerned because AP is now in a position, and UP is too, to collect its own news. It has expanded in the last 20 years and it does less picking up.

The radio has no particular importance in the domestic news field but our normal coverage of domestic news would be done largely by long distance telephone if we had not a wire service. We use the long distance telephone very much. That is the normal coverage of a spot story which [fol. 2763] we cannot get from either service, which we want to get from our correspondent. Ordinarily we call him up and ask him what goes on.

I do not believe that the news services like AP and UP are so large and powerful that they have the ability to dictate and determine the character of the news that they sell. I believe any publisher would resent it if he thought he was being dictated to by a service, any service. The competition between the two would prevent that.

As to whether in the news agency business there is no other agency comparable to the three, meaning AP, UP and INS, I think that is open to question. There are several smaller news agencies, including CTPS, which would expand very quickly and could give very adequate service in a short time. The Chicago Daily News Service is a

good service. The Herald Tribune's service in New York; and the NANA service is another good one. There is a great potential ability to form a new combination if anybody wanted to. If there is any way of combining all of these services in the AP and UP and INS you would have a very fine one almost overnight; especially if they went out of business it might bring such a thing about.

Cross-examination.

By Mr. Rugg:

The $76,000 item in Exhibit 48 includes very complete news reports, sports, financial, a certain amount of feature material that is provided by Wide World; and we make use of practically nothing except the news report. The whole of the $76,000 is represented by the complete news report; there is no division. We could eliminate the financial AP report. We could get along very nicely without it. That would not cost us less. As far as I know, we are taking the full service. As far as I know, it is not possible to [fol. 2764] break that service apart and just decide that you won't take this and won't take that. We could possibly eliminate the cost of an extra wire. As to whether the financial service of AP was an added cost to the general service, I have no knowledge on that point. The $76,000 could be minimized by the elimination of what used to be the New York City News Service. As far as I know, that is the only breakdown that could be made of that $76,000.

In our UP service we get a certain amount of the market quotations. We do not get the full amount of that from UP. It would cost more if we did get UP service on it. We do not get a full sports report from UP. It would cost more if we did. We do get the full sports report, including box scores, from AP. I stated we were offered some features from AP and we did not use them or we used so few that you might say we used nothing at all. They do not come as an added cost. That is part of the general service. My impression is that there is no part of the AP service that costs more than the item which I include under general service. If you take the general service you have everything at no additional cost. There is one exception—Wirefoto, and the photo service. That also includes comics. I cannot answer the question whether we get no reduction

from the AP assessment because we do not take or use comics because the matter has just never come up. We have never considered using AP comics; we are never sufficiently interested in them to ask. I have been offered 20 comic strips, I suppose, by AP and we have never bought one and we are never interested in asking whether it would cost more.

[fol. 2765] AP has a Sunday feature service, something of the type of magazine articles. As to whether that is a part of the regular AP service, I will have to give the same answer as to the comics; they are in the same class. My impression is that a certain amount of the Sunday feature service is included in the general service. We do not take any of it; we do not use any of it.

We do take the CTPS news service. I did not include that in the tabulations in Exhibits 49 and 50 because we used so little of it in those two weeks that it was not worth putting in. It was practically negligible. It is about half and half, foreign or domestic; I will say half foreign and half Washington. We do use it occasionally when we are offered something on a rather exclusive basis, a story that no other service would carry; then we use it. That generally would be something other than spontaneous news.

The AP Wirefoto and photographic service other than wire comes at a cost additional to the general service. We pay for that rather than buying the wirefoto of Acme or King Features if it were available to us. We do that because the volume is larger, the transmission is faster, the service is better. I prefer it to Acme.

I suppose that these various sources of both foreign and domestic news which might be in the absence of availability of AP and UP would involve expense additional to the present cost to us of AP and UP services. I have no way of estimating how it would be done because by merger of all the smaller existing services possibly the expense could be cut down and you would be paying for one service instead of two. If New York News had to develop its own either domestic or foreign news gathering system that would involve a substantial expenditure over what it is costing us now.

[fol. 2766] One star on the copy of today's New York Daily News, Wednesday, March 12th, does not indicate the first edition; it indicates the front page. This is what is

known as the first flight. It is a one star Final. The legend which appears on page 29 under the masthead, as follows:

> "Member of The Associated Press. The Associated Press is exclusively entitled to the use for republication of all news dispatches credited to it or not otherwise credited in this paper and also the local news published herein. All rights of republication of special dispatches herein are also reserved."

is carried regularly in each edition of the Daily News. We intend as a matter of policy to live up to that pronouncement. The New York News is what is known as a tabloid. It has always been a tabloid.

(Copy of Daily News of New York, Wednesday, May 12, 1943, was marked Plaintiff's Exhibit No. 47 for identification, May 12, 1943.)

It is correct that I said the exclusivity rule is not as important as it formerly was. The reason for that opinion on my part is largely because of its expansion of it? When that rule was first put into effect, as I understand it, AP got a great deal of its material by rewriting or sending without any change at all material that was clipped out of its member papers. More and more now it is covering its own news every place and the principal effect of the exclusivity rule now is to give AP the right to copyright exclusive stories that appear in papers. The general news I think is gathered by AP men themselves to a very large extent. So far as the practical operation of the AP is concerned, it is my opinion that the AP could operate just as well without the exclusivity rule as it does with it, so far as its coverage of the general news is concerned,—that would be general domestic news.

[fol. 2767] I said that New York Times News first took the AP in 1927 and we took it because it gave the editor of the Daily News a wider choice in the selection of news material. That is a very desirable factor in the operation of the Daily News. If it were practicable it would be desirable to have all the news services there are. I consider it sufficiently attractive material from a financial standpoint to take both the AP and the UP. In general, the lineage that has been shown on Exhibits 49 and 50 indicates the comparative use we make of those two services.

The comparative use that we make of those two services also is indicative of the practical effect, realistic day to day regard that the editorial staff of the News has towards the comparative greatness of AP and UP.

Redirect examination.

By Mr. Kirkland:

The use is so close that it would not indicate very much difference. There is not very much difference. As to the expense, if the Daily News started out to gather all this domestic news in case the two agencies went out of business, we would not necessarily have to do it alone. I imagine that some sort of merger of the surviving services would take place at once.

I think it is quite possible that if at the time we purchased AP we would have purchased INS if we could have gotten it. I might point out in that connection that the two Hearst papers in town make a great to-do about the fact that they have all three services. On the average there are about four important stories and they are all covered by the three agencies and the reports are written somewhat differently by each.

As to how many events are covered by Wirefotos each day, that is, important events where the photographs come by wire, there is no standard on that. There is no way I [fol. 2768] can answer that question, because in Wirefoto there is no minimum daily delivery; some days we get six photos from Wirefoto, some days we get thirty or forty. It is true that in all important events from the news standpoint the three big wirefoto agencies, AP, Acme and INS, will usually have them all covered. The Daily News and the Chicago Tribune were two of the people that financed the AP Wirefoto service. Although I think that AP may transmit their pictures faster, I do not think that AP pictures are superior to Acme pictures, in photographic quality.

The Standard News Service is a small local service. It covers Brooklyn and part of Jersey on local news. The item of $381 a year, City News Service of Los Angeles, refers to a ticker service similar to the one that exists in Washington. Our Los Angeles correspondent subscribes to this ticker service, the Los Angeles City News, and we

pay for it. I thought the Ship News Reporters' Association had gone out of existence until I saw it on this list.

Mr. Rugg: $234.

The Witness: It formerly worked out of the Barge Office at the Battery, and they had a small staff of men there, who met incoming ships, interviewed celebrities who came in, and the information was available to all the subscribers to the service.

(Breakdown of amounts paid to AP and UP was marked Defendants' Exhibit No. 51 for identification, May 12, 1943.)

On Defendants' Exhibit 51 which you show me, I do not know what the $18 item is that appears beneath the item which indicates that the AP was paid weekly $1,118.55 for news. The $350 City News is the AP local. They have [fol. 2769] taken over from the City News. So that the $1,118.55 includes everything except comics and features, which I do not know about. We have our own comics and features.

By Mr. Rugg:

That does not include the New York City News Service. The $350 item is the New York City News Service.

Mr. Derham: The $18 item is the charge for the Sunday 3 A.M. to 12 noon wire service.

The Witness: That is a special ticker service from 3 A.M. to 12 noon Sunday when their wires are not operating. They give us this service so that in case a big story breaks we can be prepared, we can get an early start in preparing maps or pictures.

By Mr. Kirkland:

The $1,118.55 covers the entire news report of the AP.

By Mr. Rugg:

The Acme figure here, $31,000 per year, is on a flat contract basis. They furnish us everything except their wirefoto. There is no difference in quality between the Acme and the wirefoto service. There is a difference in volume. That is in preference to the AP. AP sends in more pictures by wirefoto than Acme does.

By Mr. Kirkland:

As to whether we would gain anything by taking Acme in addition to what we have got, several times we have considered it and I gathered that we would not benefit at all. It would not reduce our AP assessment. It would be just an added cost and the only advantage we would get out of it would be a choice between two pictures. In view of the [fols. 2770-2771] fact that the Herald Tribune already has Acme wirefoto and the World Telegram has wirefoto the chances are that a better picture coming in from Acme would appear either with us or ahead of us. The fact that we helped finance the AP wirefoto has nothing to do with it any more. It is just a matter of value received. I felt that we would not gain anything by paying a few hundred dollars a week for Acme wirefoto.

I will waive the opportunity of reading over what I have testified to and signing it.

(Attorneys agreed to the waiving of deposition.)

[fol. 2772] DEFENDANT'S EXHIBIT No. 1

Newspapers to Which the Syndicate Sell Its Features

Apr. 15th, 1943

U. S. 275. Foreign 2. Canada 28

Birmingham New, Ala.
Mobile Press Register, Ala.
Douglas Daily Dispatch, Ariz.
Tucson Daily Citizen, Ariz.
Tucson Daily Star, Ariz.
Little Rock Arkansas Democrat, Ark.
Little Rock Arkansas Gazette, Ark.
Glendale Evening New-Press, Calif.
(for Stlm. Calif. Associated Newspapers, Los Angeles, Calif.)
Hollywood Daily Citizen, Calif.
Long Beach Press Telegram & Sun, Calif.
Los Angeles Times, Calif.
Oakland Tribune, Calif.
Pasadena Star News & Post, Calif.

Riverside Press Enterprise, Calif.
Sacramento Union, Calif.
San Bernardino Daily Sun-Telegram, Calif.
San Jose News, Calif.
Santa Barbara Daily News-Press, Calif.
Colorado Springs Gazette-Telegram, Colo.
Denver Post, Colo.
Littleton Independent, Colo.
Pueblo Star Journal & Chieftain, Colo.
Bridgeport Post & Telegram, Conn.
Hartford Courant, Conn.
Hartford Times, Conn.
Litchfield Enquirer, Conn.
Meriden Daily Journal, Conn.
Middleton Press, Conn.
Moosup Journal Press, Conn.
New Haven Register, Conn.
New London Day, Conn.
Waterbury Republican, Conn.
Wilmington Every Evening, Del.
Wilmington News & Journal, Del.
Washington Post, D. C.
Washington Star, D. C.
Coral Gables Riviera, Fla.
Daytona Beach News Journal, Fla.
Delray Beach, News, Fla.
Jacksonville Times Union, Fla.
Miami Herald, Fla.
Miami Daily News, Fla.
Orlando Sentinel-Star, Fla.
Atlanta Constitution, Ga.
Atlanta Journal, Ga.
Augusta Chronicle, Ga.
Elberton Star, Ga.
Savannah News, Ga.
Boise Statesman, Idaho
Twin Falls News, Idaho
Bloomington Pantagraph, Ill.
Chicago Sun, Ill.
Chicago Daily News, Ill.
Decatur Daily Herald-Review, Ill.
Elmhurst Press, Ill.
Freeport Journal Standard, Ill.
Joliet Herald News, Ill.

Moline Dispatch, Ill.
Nashville Journal, Ill.
Peoria Journal Transcript, Ill.
Peoria Star, Ill.
Rockford Star-Register Republic, Ill.
Sullivan Moultrie County News, Ill.
Evansville Courier, Ind.
Ft. Wayne News & Sentinel, Ind.
Gary Post Tribune, Ind.
Indianapolis News, Ind.
Indianapolis Star, Ind.
Logansport Pharos-Tribune, Ind.
Muncie Press, Ind.
South Bend, Tribune, Ind.
Sullivan Union, Ind.
Terre Haute Star-Tribune, Ind.
Cedar Rapids Evening Gazette, Iowa
Davenport Times & Democrat, Iowa
Des Moines Register and Tribune, Iowa
Fort Dodge Messenger, Iowa
Topeka Capital, Kansas
Wichita Beacon, Kansas
Wichita Eagle, Kansas
Lexington Herald-Leader, Ky.
Louisville Courier Journal and Times, Ky.
New Orleans Times Picayune, La.
Shreveport Journal, La.
Augusta Kennebec Journal, Me.
Bangor Daily News, Me.
Lewiston Sun-Journal, Me.
Portland Press Herald & Express Telegram, Me.
Rumford Falls Times, Me.
Waterville Sentinel, Me.
Baltimore News Post, Md.
Baltimore Sun, Md.
Cumberland Daily News, Md.
Frederick News-Post, Md.
Boston Globe, Mass.
Boston Post, Mass.
New Bedford Standard Times, Mass.
North Adams Transcript, Mass.
Pittsfield Eagle, Mass.
Springfield Republican, Mass.
Worcester Telegram Gazette, Mass.

Adrian Daily Telegram, Mich.
Battle Creek Enquirer News, Mich.
Detroit Free Press, Mich.
Detroit Daily News, Mich.
Grand Rapids Herald, Mich.
Grand Rapids Press, Mich.
Iron Mountain News, Mich.
Lansing State Journal, Mich.
Marquette Mining Journal, Mich.
Monroe Daily News, Mich.
Mt. Pleasant Times News, Mich.
St. Johns Clinton City Republican News, Mich.
Duluth Herald and News Tribune, Minn.
Minneapolis Times, Minn.
Minneapolis Star Journal & Tribune, Minn.
[fol. 2773] St. Paul Pioneer Press, Minn.
Kansas City Star, Mo.
St. Joseph Gazette & News Press, Mo.
St. Louis Globe Democrat, Mo.
St. Louis Post Dispatch, Mo.
St. Louis Star Times, Mo.
Springfield News Leader, Mo.
Billings Gazette, Mont.
Butte Daily Post, Mont.
Butte Montana Standard, Mont.
Great Falls Tribune, Mont.
Helena Independent, Mont.
Helena Record Herald, Mont.
Malta News, Mont.
Lincoln Star, Nebr.
Lincoln State Journal, Nebr.
Omaha World Herald, Nebr.
Claremont Daily Eagle, N. H.
Concord Monitor Patriot, N. H.
Mount Holly N. J. Mirror, N. J.
Salem Standard & Jerseyman, N. J.
Boonville Herald, N. Y.
Buffalo Courier Express, N. Y.
Buffalo Evening News, N. Y.
Elmira Star Gazette-Telegram, N. Y.
Ellenville Journal, N. Y.
Jamestown Post, N. Y.
Millerton News, N. Y.

New York Herald Tribune, N. Y.
Niagara Falls, Gazette, N. Y.
Rochester Democrat & Chronicle, N. Y.
Syracuse Herald, N. Y.
Utica Observer Dispatch, N. Y.
Watertown Times, N. Y.
Asheville Citizen, N. C.
Charlotte Observer, N. C.
Durham Sun & Herald, N. C.
Greensboro Daily News and Record, N. C.
Raleigh Times, N. C.
Winston Salem Journal Sentinel, N. C.
Wilmington Morning Star, N. C.
Fargo Forum, N. D.
Akron Beacon Journal, Ohio.
Alliance Review, Ohio
Bellefontaine Daily Examiner, Ohio
Canton Repository, Ohio
Chillicothe News Advertiser, Ohio
Cincinnati Enquirer, Ohio
Cincinnati Times Star, Ohio
Cleveland News, Ohio
Cleveland Plain Dealer, Ohio
Columbus Dispatch, Ohio
Columbus State Journal, Ohio
Dayton Journal Herald, Ohio
Dayton News, Ohio
East Liverpool Review, Ohio
Hamilton Journal, Ohio
Mansfield News-Journal, Ohio
Marion Star, Ohio
Martins Ferry Times, Ohio
Middletown Journal, Ohio
Newark Advocate, Ohio
Portsmouth Times, Ohio
Springfield News & Sun, Ohio
Steubenville Herald Star, Ohio
Toledo Blade, Ohio
Toledo Times, Ohio
Wooster Daily Record, Ohio
Youngstown Vindicator, Ohio
Zanesville, News, Ohio
Oklahoma City Oklahoman and Times, Okla.

Tulsa Tribune, Okla.
Portland Journal, Oregon
Portland Oregonian, Oreg.
Allentown Morning Call & Chronicle News, Pa.
Butler Eagle, Pa.
Easton Express, Pa.
Erie Dispatch Herald, Pa.
Erie Daily Times, Pa.
Harrisburg Telegraph, Pa.
Huntingdon Daily News, Pa.
Lancaster New Era, Pa.
Latrobe Bulletin, Pa.
Meadville Tribune, Pa.
Monessen Daily Independent, Pa.
Mount Carmel Item, Pa.
Oil City Derrick, Pa.
Philadelphia Column Review, Pa.
Philadelphia Inquirer, Pa.
Philadelphia Record, Pa.
Pittsburgh Post Gazette, Pa.
Pittsburgh Press, Pa.
Reading Times, Pa.
Scranton Times, Pa.
Stroudsburg Record, Pa.
Sunbury Daily, Sunbury, Pa.
Washington Observer & Reporter, Pa.
Wilkes Barre Sunday Independent, Pa.
Wilkes Barre Record, Pa.
Williamsport Bulletin-Gazette & Sun, Pa.
York Dispatch, Pa.
Newport Daily News, R. Is.
Pawtucket Times, R. Is.
Providence Journal Bulletin, R. Is.
Charleston News & Courier-Post, S. C.
Columbia State, S. C.
Greenville Observer, S. C.
Greenville The Piedmont, S. C.
Spartanburg Herald-Journal, S. C.
Greeneville Wkly News Bulletin, Tenn.
Johnson City Chronicle, Tenn.
Knoxville Journal, Tenn.
Memphis Commercial Appeal, Tenn.
Nashville Banner, Tenn.

Nashville Tennessean, Tenn.
Abilene Reporter-News, Texas
Alice News, Texas
Amarillo Daily News, Texas
Austin American Statesman, Tex.
Beaumont Enterprise, Texas
[fol. 2774] Big Spring Herald, Texas
Corpus Christi Caller-Times, Texas
Dallas News, Texas
Dallas Times Herald, Texas
Fort Worth Star Telegram, Texas
Houston Chronicle, Texas
Houston Post, Texas
Marshall News & Messenger, Texas
Paris Morning News, Texas
San Angelo Standard Times, Texas
San Antonio Express, Texas
Tyler Courier-Times, Texas
Waco Tribune Herald, Texas
Wichita Falls Times-Record News, Texas
Ogden Standard Examiner, Utah
Salt Lake Telegram, Utah
Salt Lake City Tribune, Utah
Burlington Daily News, Vt.
Burlington Free Press, Vt.
Rutland Herald, Vt.
Lynchburg News & Advance, Va.
Norfolk Virginian Pilot-Ledger Dispatch, Va.
Richmond News Leader, Va.
Roanoke Times & World News, Va.
Washington Daily Herald, Wash.
Seattle Star, Wash.
Seattle Times, Wash.
Spokane Spokesman Review, Wash.
Tacoma News Tribune, Wash.
Yakima Republic and Herald, Wash.
Charleston Daily Mail, W. Va.
Fairmont West Virginian, W. Va.
Huntington Herald Dispatch-Advertiser, W. Va.
Parkersburg News, W. Va.
Wheeling News Register & Intelligencer, W. Va.
Appleton Post Crescent, Wisc.

Green Bay Press Gazette, Wisc.
Milwaukee Journal, Wisc.
Milwaukee Sentinel, Wisc.

Foreign:

London Daily Herald, England
Allers Familj Journals, Haelsingborg, Sweden.

[fol. 2775] DEFTS' EX. No. 2

List of Subscribers to News Service

Spot Service

Akron, Ohio, Beacon Journal
Allentown, Pa., Morning Call
Atlanta, Ga., Constitution
Atlanta, Ga., Journal
Baltimore, Md., Sun
Bangor, Me., News
Bloomsburg, Pa., Press
Boston, Mass., Globe
Bridgeport, Conn., Post & Telegram
Bridgeport, Conn., Sunday Herald
Buffalo, N. Y., Evening News
Camden, N. J., Post
Charleston, W. Va., Daily Mail
Charlotte, N. C., News
Chicago, Ill., Sun
Cincinnati, Ohio, Enquirer
Cincinnati, Ohio, Times Star
Cleveland, Ohio, Plain Dealer
Dallas, Texas, News
Dayton, Ohio, News
Detroit, Michigan, Free Press
Detroit, Michigan, News
Easton, Pa., Express
Erie, Pa., Daily Times
Falmouth, Mass., Enterprise
Fort Wayne, Ind., Journal Gazette
Fort Worth, Texas, Star Telegram
Glen Ridge, N. J., Glen Ridge Paper Co.
Greensboro, N. C., News

Greensville, S. C., News
Hamilton, Ohio, Journal-News
Harrisburgh, Pa., Evening News
Harrisburgh, Pa., Patriot
Hartford, Conn., Courant
Hartford, Conn., Times
Indianapolis, Ind., Star
Jackson, Miss., Citizen Patriot
Kalamazoo, Mich., Gazette
Kansas City, Mo., Journal
Kansas City, Mo., Star
Lancaster, Pa., New Era
Lewiston, Me., Daily Sun
Lexington, Ky., Herald Leader
Lexington, Ky., Herald
Los Angeles, Calif., Times
Louisville, Ky., Courier-Journal
Macon, Ga., Telegraph
Manchester, N. H., Union Leader
Miami, Fla., Daily News
Cleveland, Ohio, Press
[fol. 2776] Milwaukee, Wis., Journal
Milwaukee, Wis., Sentinel
Minneapolis, Minn., Star Journal
Montgomery, Ala., Advertiser
Nashville, Tenn., Banner
Nashville, Tenn., Tennessean
Newark, N. J., Guardian
New Bedford, Mass., Standard Times
Newburgh, N. Y., Albert Abrams
New Haven, Conn., Register
New York, N. Y., Amsterdam News
New York, N. Y., Associated Press
New York, N. Y., Catholic News
New York, N. Y., Eastern Underwriter
New York, N. Y., El Mundo
New York, N. Y., Il Progresso
New York, N. Y., Sun
Norfolk, Va., Virginian Pilot
Philadelphia, Pa., Bulletin
Philadelphia, Pa., Inquirer
Pittsburgh, Pa., Courier
Pittsburgh, Pa., Post Gazette

Portland, Me., Press Herald-Evening Express
Portland, Me., Sunday Telegram
Portland, Ore., Oregonian
Pottsville, Pa., Republican
Poughkeepsie, N. Y., Eagle News
Providence, R. I., Journal Bulletin
Reading, Pa., Eagle
Reading, Pa., Times
Richmond, Va., Times Dispatch
Rochester, N. Y., Democrat & Chronicle
Rochester, N. Y., Times Union
Rutland, Vt., Herald
Salt Lake City, Utah, Tribune
San Antonio, Texas, Southern Messenger
San Francisco, Calif., Chronicle
Savannah, Ga., Evening Press
Savannal, Ga., News
Schenectady, N. Y., Gazette
Seattle, Wash., Times
Seward, Neb., Independent
Springfield, Mass., Daily Union
Springfield, Mass., Republican
St. Joseph, Mo., Gazette
St. Joseph, Mo., News Press
St. Louis, Mo., Post Dispatch
St. Louis, Mo., Star Times
St. Paul, Minn., Pioneer Press
St. Petersburg, Fla., Times
[fol. 2777] Syracuse, N. Y., Herald Journal
Syracuse, N. Y., Post Standard
Ticonderoga, N. Y., Sentinel
Toledo, Ohio, Times
Troy, N. Y., Record Times
Trenton, N. J., Times Advertiser
Utica, N. Y., Observer Dispatch
Waterbury, Conn., American
Waterbury, Conn., Republican
Watertown, N. Y., Daily Times
Worcester, Mass., Telegram
York, Pa., Gazette & Daily
Youngstown, Ohio, Vindicator

Canadian

Edmonton, Alberta, Journal
Montreal, Quebec, Star
Toronto, Ontario, Globe & Mail
Toronto, Ontario, Star & Star Weekly
Toronto, Ontario, Telegram
Winnipeg, Manitoba, Free Press

Weekly Service

Montreal, Quebec, Star
Boston, Mass., Globe
Buffalo, N. Y., Evening News
Chicago, Ill., Sun
Cincinnati, Ohio, Enquirer
Dayton, Ohio, Daily News
Denver, Colo., Post
Miami, Fla., Daily News
Oakland, Calif., Tribune
New York, N. Y., Australian Association Press
St. Paul, Minn., Dispatch & Pioneer Press
Seattle, Wash., Times
Toledo, Ohio, Times
Topeka, Kan., Capitol
Washington, D. C., Post
Newport, R. I., Daily News
Paterson, N. J., Evening News
Philadelphia, Pa., Inquirer
St. Louis, Mo., Post Dispatch
Pueblo, Colo., Star Journal
[fols. 2778-2788] Boston, Mass., Post
Syracure, N. Y., Herald
London, England, Daily Express
Mexico, D. F., Novedades
Baltimore, Md., Sun

W. Fleischer

New York, N. Y., N. Y. Herald Tribune

Maurice Hindus

St. Louis, Mo., Post Dispatch
Toronto, Ont., Star
Philadelphia, Pa., Inquirer

Chicago, Ill., Sun
Boston, Mass., Globe
Providence, R. I., Bulletin
Montreal, Que., Star
Buffalo, N. Y., Evening News
Houston, Texas, Chronicle
Baltimore, Md., Sun
Nashville, Tenn., Tennessean
Milwaukee, Wis., Journal
Fort Wayne, Ind., Journal Gazette

Flat Service

New York, N. Y., Polish Daily News
New York, N. Y., People's Voice
New York, N. Y., Science Digest
New York, N. Y., Catholic Digest
Philadelphia, Pa., Column Review

Lucian Burman

Boston, Mass., Globe
Hartford, Conn., Courant
Philadelphia, Pa., Bulletin
Pittsburgh, Pa., Post Gazette
St. Louis, Mo., Post Dispatch

Edward Tomlinson

Portland, Ore., Oregonian
St. Louis, Mo., Post Dispatch
Philadelphia, Pa., Record
Mexico, D. F., Novedades

(Here follows 1 photolithograph, side folio 2789-2790)

DEFENDANT'S EXHIBIT No. 3

THE WEATHER
Today: Continued cold, with slowly diminishing winds
Temperatures Yesterday: Max., 41; Min., 31
Detailed Report on Page 37

NEW YORK Herald Tribune

VOL. CIII No. 35,214

Copyright, 1943, New York Tribune Inc.

THURSDAY, APRIL 15, 1943

Budget Order Drops 41,631 U.S. Workers

Pay Rolls of 34 Non-War Bureaus Slashed in 48-Hour Week Program

27,726 Go in April; Postoffice Hard Hit

Ickes Complains That He Is Reduced to Use of 'Youngsters' 61 to 73

By Frank Kelley

WASHINGTON, April 14.—The Budget Bureau has ordered 41,631 excess employees to be dropped from the pay rolls of thirty-four non-war government agencies to meet Congressional orders for retrenchment, it was disclosed today.

Meanwhile, Harold L. Ickes, Secretary of the Interior, reported that the draft already had taken 33 per cent of the male employees of his department and said he was so hard pressed for man power that he was hiring "youngsters" ranging from sixty-one to seventy-three years of age. Any further inroads on the department's staff

Walker Bows Way Out of Issue With Spangler on Fourth Term

Merely 'Regrets' Republicans Don't Agree to Late Convention; Spangler, in Concord Speech, Says New Deal Plots 'Rubber-Stamp' Congress Again

By Jack Beall

WASHINGTON, April 14.—Frank C. Walker, chairman of the Democratic National Committee, took the short way out today in a controversy with Harrison E. Spangler, chairman of the Republican National Committee, over whether the two parties should hold late nominating conventions in 1944, with a view to shortening the Presidential campaign.

Mr Spangler had written Mr. Walker that he would be glad to agree to the Democrats' proposal for late conventions if Mr. Walker would give "satisfactory and positive assurance" that President Roosevelt "does not have the ambition for and will not, under any circumstances accept" a fourth-term nomination. He also made it somewhat embarrassing for Mr. Walker by adding that if this assurance were not forthcoming "we must assume that you have already nominated Mr. Roosevelt."

Today, the fourth day after the Spangler letter was sent, Mr. Walker achieved a reply in which such an assurance, or any reference to it, was conspicuously absent, and in which the "soft impeachment" was not contradicted. It ran:

"Dear Mr. Spangler: I acknowledge your reply to my suggestion that the campaign for the national elections to be held in the month of November, 1944, be confined to the shortest possible period, so as not to disturb the war program.

"I regret that the Republican party, and I assume that as chairman you speak for it, does not agree with that suggestion.

"Sincerely yours,

"FRANK C. WALKER."

Mr. Spangler was in Concord,

(Continued on page 36, column 2)

6% Wage Rise In Dress Trade Urged on W.L.B.

Beef, Veal, Lamb Price Ceilings Off Until May 17

New Guinea Repels Third Japanese Lose 30 Out of 75 Rommel Stands Firmer, bu

War Bond Sale At Two-thirds Of City Quota

$2,015,000,000 of Goal of $3,000,000,000 Sold in Less Than 2½ Days

Less than two and one-half days after the start of the nation's $13,000,000,000 second war-loan drive, New York and the rest of the 2d Federal Reserve District reached yesterday a total of $2,015,000,000, slightly better than two-thirds of the district's $3,000,000,000 goal. The $2,015,000,000 total was recorded at 11 a. m.

Meanwhile it was unofficially

Rommel, Cornered, Hits Back; 1st Army Gaining in Tunis-Bizerte Drive

French in Junction With Montgomery

Enemy Airfields Blasted; 84 Planes Destroyed; 8th Army Pressing On

By John O'Reilly

By Wireless to the Herald Tribune
Copyright, 1943, New York Tribune Inc.

ALLIED HEADQUARTERS IN NORTH AFRICA, April 14.—An area of about 4,320 square miles, only three times the size of all Long Island, was all the territory in North Africa that remained in Axis hands today as the Allied forces continued to

Germans Leave a Warning Beh

Tribune LATE CITY EDITION

THREE CENTS
In New York City

ɔels Third Big Air Raid, Out of 75 to 100 Planes; Firmer, but Allies Gain

Germans Leave a Warning Behind in Tunisia

Japanese Hit 3 Small Ships at Milne Bay; One Vessel Is Beached

Heavy Air Attacks Expected by Curtin

Australian Premier Joins MacArthur in Warning; Tokio Brags of Strength

By Lewis B. Sebring Jr.

Copyright, 1943, New York Tribune Inc.

By Wireless to the Herald Tribune

SOMEWHERE IN AUSTRALIA, April 15 (Thursday).—A strong force of Japanese bombers and fighters, estimated officially at between seventy-five and 100 aircraft, struck at noon yesterday against the Allied base of Milne Bay, on the southeastern tip of New Guinea, in the third heavy Japanese raid in seventeen days on Allied positions in the Southwest Pacific.

As in previous raids, the Japanese met a fiery reception. Thirty enemy planes were shot out of action by Allied interceptors and

draft already had taken 33 per cent of the male employees of his department and said he was so hard pressed for man power that he was hiring "youngsters" ranging from sixty-one to seventy-three years of age. Any further inroads on the department's staff, Mr. Ickes told a House Military Affairs subcommittee investigating Federal workers' deferments, will seriously cripple its services.

Harold D. Smith, Director of the Budget, told the House Civil Service Committee that 27,726 persons are to be dismissed from Federal agencies by April 30 and 13,905 afterward. The cuts are the result of a Congressional directive calling on Mr. Smith to reduce overstaffed departments which was embodied in a bill passed in December lengthening the government work week to forty-eight hours and providing overtime pay. Under the law, all agencies were required to justify their staffs and to make reductions in conformity with Budget Bureau orders.

Army, Navy Staffs Exempt

The War and Navy Departments' civilian staffs were not affected by the slashes since both were on the forty-eight-hour week.

Agencies with a total employment of 2,180,000 out of the total executive agency rolls of 2,943,900 were found subject to the economies, Mr. Smith said, and excess employment was discovered in units with a pay roll of 497,000.

The heaviest cut—19,134—was ordered for the Post Office Department. Next was the Agriculture Department, which will lose 7,505. Other major reductions were:

War Department (non-war), 2,694; Federal Works, 2,037; Tennessee Valley Authority, 2,032; War Production Board, 1,630; Federal Security, 1,348; Treasury, 1,234; National Housing Agency, 988; Interior, 657; Labor, 431; Justice, 327; Commerce, 300; Civil Service Commission, 287; I. C. C., 136; Panama Canal, 136; Office of Civilian Defense, 133; Railroad Retirement, 115; Office of War Information, 103; National Archives, 96; Federal Trade, 81; State, 81; Tariff Commission, 64; National Labor Relations Board, 64; Alien Property Custodian, 63.

Other slashes ranged from a single employee to forty-six, and there were about thirty agencies that retained [illegible]

6% Wage Rise In Dress Trade Urged on W.L.B.

Panel's Recommendation for 65,000 in City, 20,000 Others Goes to Full Board

A 6 per cent wage increase for 65,000 employees of New York City dress manufacturers, the city's largest industry, and 20,000 dress workers in the surrounding area has been recommended by the majority of the members of a National War Labor Board panel in Washington, it was learned last night.

The base used in calculating the actual wage increase, if approved, would be the rates paid prior to August, 1941, which was the time of the last increase. Because of the peculiar nature of the wage structure in the dress industry, panel members said it was impossible to determine an accurate average earning figure.

It was pointed out, however, that the wage increase will still fall within the W. L. B.'s "Little Steel" formula, which holds wage increases to 15 per cent above wages of Jan. 1, 1941. For the recommendations to become effective the W. L. B. must first conduct a public hearing, upon which, with the panel recommendations, it will make its final decision.

Julius Hochman, general manager of the joint board of the Dress and Waistmakers' Union of Greater New York, said last night that the W. L. B. had yet to set a date for the public hearing. All the workers affected by the recommendation are members of the International Ladies' Garment Workers' Union.

Mr. Hochman was careful to point out that both the employers' and workers' representatives still are entitled to challenge portions of the recommendation at

(Continued on page 13, column 1)

Beef, Veal, Lamb Price Ceilings Off Until May 17

O. P. A. to Study 'Hold-the-Line' Order; Reduction in Retail Scale Foreseen

Uniform retail dollar and cents price ceilings on beef, veal, lamb and mutton, scheduled to become effective today, were postponed until May 17 by the Office of Price Administration yesterday "to permit a re-examination of the prices in light of the recent 'hold-the-line' Presidential order."

Industry and government experts, though lacking additional official clarification of the O. P. A.'s intent, unanimously were of the opinion that prices will be reduced in May more than originally planned with the probable addition of ceilings on livestock.

Regional O. P. A. officials were concluding a meeting with representatives of organized labor who had pledged their help in enforcing the new ceilings when the cancellation came from Washington.

Privately, officials expressed astonishment that the new ceilings—previously hailed as the major answer to price enforcement and black market control—had not been installed according to schedule to bring down the cost of meat pending the re-examination.

According to a comparison of prevailing prices and the prospective ceilings made by the Department of Markets last week, the average price in New York independent stores would have been sharply reduced. Chuck steak, which has been selling for 43½ cents a pound on the average, would have been dropped to 36 cents for Grade A cuts; rib roast would have gone from 42 cents to 40; flank steak, from 44 cents to 33; breast of veal, from 31 to 24; veal loin chops, from 50½ cents to 47, while leg of lamb ceilings

(Continued on page 17, column 1)

News on Inside Pages

WAR

CITY AND VICINITY

the 3d Federal Reserve District reached yesterday a total of $2,015,000,000, slightly better than two-thirds of the district's $3,000,000,000 goal. The $2,015,000,000 total was recorded at 11 a. m.

Meanwhile it was unofficially estimated in Washington that the $4,000,000,000 mark already had been passed nationally, including New York's contribution of more than half that sum. Henry Morgenthau jr., Secretary of the Treasury, was optimistic that the goal would be reached within three weeks at the rate bonds were being bought.

In New York, however, all efforts were concentrated on a self-set goal of meeting the quota in three days instead of three weeks. Investments of commercial banks are not counted against the quota, but every other type of organization, business and social, was pushing hard toward the three-day goal.

Last night it appeared possible that this morning's count might show that goal virtually, if not actually, achieved. The drive will continue, however, for the three-week period with the object of seeing how much a really patriotic outpouring can top the quota.

Heavy New York Orders

Allan Sproul, chairman of the district finance committee for the drive, reported yesterday that throughout the district, which includes New York State, twelve counties in northern New Jersey and Fairfield County, Conn., savings banks are placing orders for millions in war securities of all denominations and types.

In New York State alone, Mr. Sproul said, banks have placed orders which have poured $413,000,000 into the national war chest. The Bowery Savings Bank, he announced, has placed orders for $60,000,000; the Lincoln Savings Bank of Brooklyn, $32,000,000; the Emigrant Industrial Savings Bank, $36,500,000; the Dime Savings Bank of Brooklyn, $23,000,000, and the Williamsburgh Savings Bank of Brooklyn, $23,000,000.

The people of New York also were contributing through their state government, a purchase of $12,000,000 worth of war bonds having been made for the state yesterday by State Comptroller

NORTH AFRICA, April 14.—An area of about 4,230 square miles, only three times the size of all Long Island, was all the territory in North Africa that remained in Axis hands today as the Allied forces continued to squeeze the enemy back into the Tunisian peninsula. The Allied squeeze play was becoming a tougher job as the terrain worsened and the resistance stiffened.

The Northwest African Air Forces concentrated their efforts yesterday on blasting enemy airfields, destroying many planes on the ground at two Sicilian airdromes. Today's communique reported the destruction of eighty-four enemy planes during operations yesterday and the preceding night.

The area in which the enemy has holed up is a place of mountain ridges, steep valleys and other features which make it a natural region for defensive warfare. But there was no rest for the enemy in there yesterday. The Allied air forces continued to hammer it, and ground troops made local advances in various sectors.

8th Army Still Attacks

British 8th Army troops continued to move northward, and started an assault upon what the communique described as "enemy prepared positions," between Enfidaville and the Jebel Bou Hadjar. Enfidaville is fifty miles south and slightly east of Tunis. The Bou Hadjar hills are thirty miles west and south of Enfidaville.

Enfidaville had not been captured up to the time this afternoon's front reports were received here. (The Algiers radio had said Tuesday that Enfidaville had been taken by 8th Army forces.)

French forces continued to advance on the left of the 8th Army, having fought their way through the range of hills known as the Tunisian dorsal.

Farther north the British 1st Army advanced in the Medjez-el-Bab-Munchar sector.

[British 1st Army forces, having gained seventeen miles in a two-week push along the road from Beja to Biserte, stood three miles from Sidi Nsir Wednesday after overcoming strong Axis counter-attacks. The United Press reported. Sidi Nsir is fifteen miles from Mateur, south of Biserte.

[A French communique, reported by The Associated Press said

This sign warning of a mine at the Maretb Axis troops, but they were driven out in such not remove it. The word mine is the same in

Hull Acclaims Ties of As Example for World

On Pan-American Day, He Calls Binding Hemisphere Nations M Example of Co-operation in Mo

From the Herald Tribune Bur

WASHINGTON, April 14.—Cordell Hull, enunciated again today the high principles by republics had been held together in the face efforts to se

"We shall ne to give them

Mr. Hull s Pan-Americ American U

One of th ing a "unity unknown," inating fro every vestige

In further day, women Latin-Americ in Washingt program car United States speakers par ish-language heard throug

Mr. Hull sa ing Pan-Ame tribute to the ample of c sovereign nat tory" and ac nothing exclu could be achi world where cient good wi

Ball Resolution Sponsors Hail Plan in Rally

Four Senators Say Proposal Would Help Now to Seal United Nations Solidarity

The Ball - Hatch - Burton - Hill resolution does not intend to tie the hands of the President in post-war collaboration policies but rather to give him "a broad directive," based on advice from the Senate, in planning a United Nations organization, the four Senators sponsoring the resolution explained last night at a United Nations rally at the Waldorf-Astoria.

Asserting that "most unhappy results" were the outcome of failure of the Senate to advise the President in advance on many

Associated Press

This sign warning of a mine at the Mareth line was erected by Axis troops, but they were driven out in such a hurry that they did not remove it. The word mine is the same in German and English

Hull Acclaims Ties of Americas As Example for World to Follow

On Pan-American Day, He Calls the Good Will Binding Hemisphere Nations Most Successful Example of Co-operation in Modern History

From the Herald Tribune Bureau

WASHINGTON, April 14.—Cordell Hull, Secretary of State, unciated again today the high principles by which the American ?ublics had been held together in the face of Nazi and Fascist efforts to separate them and said: "We shall never cease in our efforts to give them strength and vitality."

Mr. Hull spoke in celebration of Pan-American Day before the Pan-American Union.

One of the reasons for achieving a "unity of nations heretofore unknown," he said, was "by eliminating from our relationship every vestige of imperialism."

In further celebration of the day, women prominent in the Latin-American diplomatic corps in Washington spoke on a radio program carried throughout the United States. Last night the same speakers participated in a Spanish-language program which was heard throughout Latin America.

Mr. Hull said that, in celebrating Pan-American Day, "we pay tribute to the most successful example of co-operation between sovereign nations in modern history" and added that there was nothing exclusive about it, that it could be achieved throughout the world wherever there was sufficient good will.

Secretary Hull's Address

The text of Secretary Hull's address follows:

Ball Resolution Sponsors Hail Plan in Rally

Four Senators Say Proposal Would Help Now to Seal United Nations Solidarity

The Ball - Hatch - Burton - Hill solution does not intend to tie e hands of the President in st-war collaboration policies but ther to give him "a broad direce," based on advice from the nate, in planning a United Na-ns organization, the four Sena-rs sponsoring the resolution plained last night at a United tions rally at the Waldorf-toria.

Asserting that "most unhappy ults" were the outcome of fail-e of the Senate to advise the esident in advance on many ues, the sponsors outlined the

fighters, estimated officially at between seventy-five and 100 aircraft, struck at noon yesterday against the Allied base of Milne Bay, on the southeastern tip of New Guinea, in the third heavy Japanese raid in seventeen days on Allied positions in the Southwest Pacific.

As in previous raids, the Japanese met a fiery reception. Thirty enemy planes were shot out of action by Allied interceptors and anti-aircraft defenses, it was announced in the regular noon communique. A special bulletin had been issued soon after midnight, reporting the attack but giving no details.

Three Small Vessels Hit

The communique admitted that three small vessels were hit, and one of them damaged severely, was beached. Fires were started aboard the other two craft, but were quickly controlled. Some casualties were caused.

The raid on Milne Bay, where the Japanese suffered their first defeat in New Guinea seven and a half months ago, coincided with a warning by Prime Minister John Curtin that enemy air attacks on Allied bases north of Australia might be expected on a greater scale. He said it was evident that the Japanese raids on Port Moresby and Oro Bay earlier this week were only the prelude to new assaults on New Guinea and the Solomon Islands.

[The Tokio radio broadcast Wednesday a warning by Captain Hideo Hiraide, Japanese naval spokesman, that recent attacks in the New Guinea area were only the opening phases of a "large-scale" Japanese aerial offensive against Allied bases in the southwest Pacific. Hiraide, in the broadcast recorded at San Francisco by The United Press, said Japan had concentrated large land and air forces in bases near Australia.]

Allied Plane Loss Light

Today's raid on Milne Bay was the first since March 24 and was the heaviest yet made against that port. Forty-six medium and dive bombers were in the striking force. Twenty-four planes were definitely destroyed, and six others were damaged so that they probably were unable to return to base, the communique said. The victims in-

Tennessee Valley Authority, 2,032; War Production Board, 1,630; Federal Security, 1,348; Treasury, 1,224; National Housing Agency, 788; Interior, 657; Labor, 431; Justice, 327; Commerce, 300; Civil Service Commission, 287; I. C. C., 136; Panama Canal, 136; Office of Civilian Defense, 133; Railroad Retirement, 115; Office of War Information, 103; National Archives, 98; Federal Trade, 81; State, 81; Tariff Commission, 64; National Labor Relations Board, 64; Alien Property Custodian, 63.

Other slashes ranged from a single employee to forty-six, and there were about thirty agencies that escaped entirely. These included War and Navy (war personnel), O. P. A., War Man-Power Commission, Veterans' Administration, Office of Censorship, General Accounting Office, Maritime Commission, Central Administrative Services of O. E. M., National Advisory Committee for Aeronautics and Board of Economic Warfare.

Rented

83TH, East—Sublet 'til September 30th, 3 rooms, dropped living room, beautifully furnished, piano, 3 exposures, 24-hour doorman service. $100 monthly. MU. 6-0000.

"The response was excellent. Rented to some people from out of town."

12TH, East—Sublet April 1-October 1. 1 room apartment, kitchenette. Apply Supt. or call GRamercy 5-0000.

"The ensign who took my apartment said it was just what he wanted."

86TH, East—1½ rooms, complete with linens, silver, etc., $45. BRyant 9-0000.

"A young college graduate who secured a position in the city read my ad and took the apartment immediately."

To fill that apartment vacancy use Herald Tribune Apartment for Rent Advertisements. Phone PEnnsylvania 6-4000 and an ad-taker will assist you in writing the copy. Ask about reduced rates for three and seven days.

...that the W. P. B. had yet to set a date for the public hearing. All the workers affected by the recommendation are members of the International Ladies' Garment Workers' Union.

Mr. Hochman was careful to point out that both the employers' and workers' representatives still are entitled to challenge portions of the recommendation at

(Continued on page 13, column 1)

...been sharply reduced. Chuck steak, which has been selling for 42½ cents a pound on the average, would have been dropped to 36 cents for Grade A cuts; rib roast would have gone from 42 cents to 40; flank steak, from 44 cents to 33; breast of veal, from 31 to 24; veal loin chops, from 50½ cents to 47, while leg of lamb ceilings

(Continued on page 17, column 1)

News on Inside Pages

WAR

Japanese assert British have lost 465 planes in Burma. Page 2
Eisenhower calls Rommel "great general," no superman. Page 2
American flyer uses his furlough to try infantry war. Page 2
R. A. F. pounds French bases and the Spezia naval base. Page 3
De Gaulle aids assail plan for rule by the military. Page 3
Swedes drive off Nazi bombers over naval anchorage. Page 3
Russians halt Nazis' Donets attack with bayonets. Page 5
Reallocation of Allied air bases after the war is urged. Page 5
How U. S. flyers downed Germans in 1918 recalled. Page 10

WASHINGTON

Army medical center restoring wounded to health. Page 6
Woodruff intimates compromise on trade-pact act. Page 9
Davis praises reporters covering war for U. S. press. Page 11
Dr. Studebaker asks more Federal aid for schools. Page 12
Brown rejects realty board's rent-control proposals. Page 16
Farm bloc joins with labor in fight to rescue F. S. A. Page 17

FOREIGN

Wallace booms good will on his Latin-American tour. Page 8

FINANCIAL MARKETS

	Page		Page
Wall St com'ent	31	Stocks	32
Foreign exch'ge	32	Bonds	34
Business rec'ds	36	Co'modities	34
Over-counter	32	Curb	34
Bank stocks	32	Fin. notices	33

Stock list shows gain as rails recover. Page 31
Jesse Jones warns business to plan for peace. Page 31
News of day in business. Page 35

CITY AND VICINITY

Second coal group rejects six-day guaranty plan. Page 13
Red Cross gets $55,000 from Refugee Relief Fund. Page 22
Dewey vetoes the junior school clearks' salary bill. Page 22
Valentine directs police to solve "kidnapings epidemic." Page 24
Waacs here are the first assigned to a field force. Page 25
Slacks banned for women air-raid wardens' uniforms. Page 25
Sixteen teams in knockout play for Vanderbilt Cup. Page 27
Ringling family regains its control over the circus. Page 40
Books and Things, by Lewis Gannett. Page 23
Ration reminders. Page 17
Fashion and food news. Page 18
Drama, screen, music. Pgs. 19-21
Society and resorts. Page 27
Real estate market news. Page 36
Going On Today. Page 37
Weather reports. Page 37
Radio programs. Page 37
Obituary articles. Page 22

EDITORIALS AND MISCELLANY

Editorials. Page 26
Today and Tomorrow, by Walter Lippmann. Page 25
Major Eliot. Page 25
The Bridge Deck. Page 27
D. T. Webster's cartoon. Page 30
"Mr. and Mrs." Page 38
Nature story. Page 27
Cross-word puzzle. Page 39

SPORTS

Dodgers beat Yankees and Giants in C. D. V. O. games. Page 28
Scotland Light wins at Jamaica; Meade denied license. Page 28
War-time policy urged for sports by legislators. Page 30
Another Viewpoint, by Jesse Abramson. Page 30

...orders which have poured $413,000,000 into the national war chest. The Bowery Savings Bank, he announced, has placed orders for $60,000,000; the Lincoln Savings Bank of Brooklyn, $32,000,000; the Emigrant Industrial Savings Bank, $26,500,000; the Dime Savings Bank of Brooklyn, $23,000,000, and the Williamsburgh Savings Bank of Brooklyn, $23,000,000.

The people of New York also were contributing through their state government, a purchase of $12,000,000 worth of war bonds having been made for the state yesterday by State Comptroller Frank C. Moore. The subscription was broken up to assist every portion of the state in meeting its

(Continued on page 36, column 3)

...vance on the left of the 8th Army, having fought their way through the range of hills known as the Tunisian dorsal.

Farther north the British 1st Army advanced in the Medjez-el-Bab-Munchar sector.

[British 1st Army forces, having gained seventeen miles in a two-week push along the road from Beja to Biserte, stood three miles from Sidi Nsir Wednesday after overcoming strong Axis counter-attacks, The United Press reported. Sidi Nsir is fifteen miles from Mateur, south of Biserte.

[A French communique, reported by The Associated Press, said French troops had made a junction with the 8th Army north of Kairouan and that the mountains

(Continued on page 2, column 3)

Low of 31° and Snow Flurries Chill Gardeners; No Relief Today

A cold and windy April day which congealed the hearts of victory gardeners came to New York yesterday as the continued subnormal temperature reached a low of 31 degrees at 7 a. m.

There were snow flurries yesterday afternoon and there were to be more during the night, according to the New York Weather Bureau, which forecast continued cold, although less windy, weather for this forenoon. Certain upstate regions were covered with one-half to five inches of wet snow, and the Albany Weather Bureau reported that adverse conditions in general were limiting professional farming operations.

The maximum temperature in the city yesterday was 41 at 4 p. m. The average for the day was 36 degrees, thirteen under normal. The highest temperature for the date was 85 degrees in 1941 and the lowest was 28 in 1940.

The Weather Bureau said the accumulated temperature deficiency so far this month mounted to 70 degrees, meaning that each day has been on the average 5 degrees below normal.

The lowest unofficial temperature in Westchester County was 20 degrees in Mount Kisco, in the northern part of the county, which is becoming known to residents as "the Owls Head of Westchester." Sleet and snow fell in parts of the county Tuesday night.

Three inches of snow fell in parts of Morris County, N. J., and much of northern New Jersey was covered with frost yesterday morning. An unofficial temperature of 20 degrees was reported in Flanders, Succasunna and Mount Olive.

The Albany Weather Bureau, issuing its first summary of crop conditions for 1943, as reported by The Associated Press, said that adverse weather has limited spring plowing and that hard freezes of the last week have caused some damage to grasses, winter grains and fruit buds.

The Agriculture Department of the state, however, minimized the possibility of damage from the present snowfall, saying: "It will serve as well as rain for moisture purposes." The heaviest snowfalls upstate were reported by Malone, which had five inches, and Jamestown, which had four.

The Ball-Hatch-Burton-Hill resolution does not intend to tie the hands of the President in post-war collaboration policies but rather to give him "a broad directive," based on advice from the Senate, in planning a United Nations organization, the four Senators sponsoring the resolution explained last night at a United Nations rally at the Waldorf-Astoria.

Asserting that "most unhappy results" were the outcome of failure of the Senate to advise the President in advance on many issues, the sponsors outlined the purpose of their proposed post-war organization of the United Nations before 2,000 persons at the meeting sponsored by the Citizens Council for the United Nations.

The addresses by the four Senators, Joseph H. Ball, of Minnesota; Harold H. Burton, of Ohio; Carl A. Hatch, of New Mexico, and Lister Hill, of Alabama, were made on the eve of their appearance before a subcommittee of the Senate Foreign Relations Committee

(Continued on page 14, column 2)

...in Washing... program ca... United Stat... speakers pa... ish-languag... heard throu...

Mr. Hull ... ing Pan-Am... tribute to t... ample of ... sovereign n... tory" and ... nothing exc... could be ac... world wher... cient good ...

Secreta...

The text ... dress follow...

"The day ... cious in the ... eorating it ... most succes... operation b... tions in mod...

"Ten years ... ously about t... ing the bon... family of n... time. Had ... Western He...

(Continued ...

Madam Chiang Says I... Were Diverted Withou...

By Marie McGowan

Madam Chiang Kai-shek, who returned to the East by train yesterday after a nation-wide tour, asserted that China had been deprived of equipment which the Allies needed for the North African campaign without being notified in advance of the necessity for the diversion.

China's First Lady and members of her party reached their destination, a secluded retreat near New York, yesterday morning. There Madam Chiang will rest for several weeks from the rigors of her trip from Washington to New York, Chicago, San Francisco and Los Angeles. Madam Chiang plans to see President Roosevelt again early next month. Her ... which are ... clude a prot... and a possib...

China's fu... on the aid s... allies, Madam... As a result o... with leaders ... Nations, the ... future they ... tice of any p... aid from then... contingencies ... tinued.

Before the ... their dissatisf... equipment for ... being deplete... without so ...

(Continued o...

st-war collaboration policies but ther to give him "a broad direc- e," based on advice from the nate, in planning a United Na- ns organization, the four Sena- s sponsoring the resolution plained last night at a United tions rally at the Waldorf- toria.

Asserting that "most unhappy sults" were the outcome of fail- e of the Senate to advise the esident in advance on many ues, the sponsors outlined the rpose of their proposed post- r organization of the United tions before 2,000 persons at meeting sponsored by the izens Council for the United tions.

The addresses by the four Sena- s, Joseph H. Ball, of Minnesota; rold H. Burton, of Ohio; Carl Hatch, of New Mexico, and ster Hill, of Alabama, were made the eve of their appearance be- e a subcommittee of the Sen- Foreign Relations Committee

(Continued on page 14, column 2)

ish-language program which was heard throughout Latin America.

Mr. Hull said that, in celebrating Pan-American Day, "we pay tribute to the most successful example of co-operation between sovereign nations in modern history" and added that there was nothing exclusive about it, that it could be achieved throughout the world wherever there was sufficient good will.

Secretary Hull's Address

The text of Secretary Hull's address follows:

"The day of the Americas is precious in the western world. In celebrating it we pay tribute to the most successful example of co-operation between sovereign nations in modern history.

"Ten years ago we had set vigorously about the task of strengthening the bonds of the American family of nations. It was high time. Had we not done so the Western Hemisphere might have

(Continued on page 36, column 4)

Japan had concentrated [illegible] land and air forces in bases near Australia.]

Allied Plane Loss Light

Today's raid on Milne Bay was the first since March 24 and was the heaviest yet made against that port. Forty-six medium and dive bombers were in the striking force. Twenty-four planes were definitely destroyed, and six others were damaged so that they probably were unable to return to base, the communique said. The victims included twenty-two bombers and eight of the escorting fighters. Allied plane losses were reported to have been light.

In the March 24 attack three bombers came over at night, but caused no damage. The largest previous force over the base appeared on Jan. 17, but only slight damage resulted from the forty-four-plane assault, carried out from high altitude.

On March 28 the enemy sent forty bombers and at least as many fighters over Oro Bay, along the northeast New Guinea coast west of Milne Bay; on April 7 they sent fifty bombers and forty-eight fighters over Allied shipping in the eastern Solomons, and on April 12 forty-five bombers and at least sixty fighters raided Port Moresby, on the south coast of New Guinea. Of these planes they definitely lost two bombers and eleven fighters at Oro Bay; a total of thirty-nine planes in the Solomons raid, and twenty-six more at Port Moresby.

General Douglas MacArthur's air men were not idle yesterday over the widespread area they must guard. Heavy bombers struck again at Hansa Bay, New Guinea, sinking a 6,000-ton cargo ship. Two large vessels had been damaged there in a previous raid. Allied bombers ranging over the Arafura Sea damaged a Japanese light cruiser northwest of Babar Island.

Four targets on New Britain,

Madam Chiang Says U. S. Arms Were Diverted Without Warning

By Marie McGowan

Madam Chiang Kai-shek, who turned to the East by train yesday after a nation-wide tour, serted that China had been deived of equipment which the lies needed for the North rican campaign without being tified in advance of the necesy for the diversion.

China's First Lady and mems of her party reached their stination, a secluded retreat ar New York, yesterday morn- . There Madam Chiang will t for several weeks from the tors of her trip from Washing- to New York, Chicago, San ancisco and Los Angeles. adam Chiang plans to see Pres- nt Roosevelt again early next month. Her plans after that, which are wholly tentative, include a probable visit to Ottawa and a possible visit to London.

China's future depends entirely on the aid she receives from her allies, Madam Chiang emphasized. As a result of recent consultations with leaders of the other United Nations, the Chinese trust that in future they will receive prior notice of any proposed deflection of aid from them necessitated by the contingencies of the war, she continued.

Before the Chinese expressed their dissatisfaction to their allies, equipment for China's armies was being depleted en route to China without so much as a by-your-

(Continued on page 36, column 3)

[fol. 2791] DEFENDANTS' EXHIBIT No. 4

AGREEMENT BETWEEN THE ASSOCIATED PRESS AND REUTERS LIMITED

Dated June 24, 1942

[fol. 2792] Agreement, made as of the 24th day of June, 1942, between The Associated Press, a Corporation organized under the laws of the State of New York, with its principal offices at New York, N. Y., hereinafter called "Associated," and Reuters Limited, a Private Company, with its principal offices in London, England, hereinafter called "Reuters."

Associated and Reuters, recognizing the desirability of world-wide acceptance of the principle of a free press and international exchange of truthful, unbiased news between the press and the instrumentalities of the press of all nations solely on the basis of the actual cost for its collection and dissemination, and

Associated and Reuters desiring to put this principle into effect in a practical, mutual and reciprocal manner as affecting themselves by each making its news available to the other without charge, except for the expense incurred in the delivery thereof,

The parties hereto hereby mutually agree as follows:

1. Associated shall make available to Reuters the news which Associated furnishes to its members and licensees in the City of New York.

[fol. 2793] 2. Reuters shall make available to Associated the news which Reuters and The Press Association Limited deliver to their clients and licensees in the City of London.

3. Associated shall have the right to use and publish in the Western Hemisphere and the territories and possessions of the United States of America, without limitation as to amount, the news originating in the home territory of Reuters that is to be made available to Associated hereunder. The home territory of Reuters is defined to be the British Isles and that part of the British Empire that lies within the Eastern Hemisphere, including the recognized spheres of Britain influence therein, Egypt and the ter-

ritories mandated to Great Britain by the League of Nations.

4. Reuters shall have the right to use and publish in the Eastern Hemisphere, without limitation as to amount, the news originating in the home territory of Associated that is to be made available to Reuters hereunder. The home territory of Associated is defined to be the continent of North America, the West Indies, and the territories and possessions of the United States of America.

5. In addition to the exchange of news, for which provision is made in paragraphs 3 and 4 hereof, each party shall have access to the news of the other originating out- [fol. 2794] side of their respective home territories, but such access shall be primarily for the purposes of bulletin protection, it being the intent of the parties that each shall continue to emphasize the individuality and character of its own news report.

6. Each of the parties shall make its news available to the other, at the same time such news is delivered to its members, clients and licensees, by means of facilities th. will provide the most expeditious method of receipt by the other.

7. The news to be made available by Associated to Reuters hereunder shall be delivered at the office of Reuters in the City of New York, and the news to be made available to Associated by Reuters shall be delivered at the office of Associated in the City of London. All news exchanged hereunder shall be sent directly to the principal office of the party receiving such news for use and distribution, and in no event shall such news be made available, at any time, to a competitor of the party furnishing it. The term "competitor" as used herein shall mean any person, firm or corporation engaged in the business of furnishing or selling news to others for publication in newspapers or for use in radio broadcasts in competition in its home territory with the party making the news available hereunder.

8. Each of the parties shall furnish the other, insofar as it is possible to do so, with special news from its home [fol. 2795] territory that is not required to be made avail-

able hereunder but which is requested by the other party.

9. This agreement shall be non-exclusive as to both parties, but during the term hereof neither party shall make or enter into any agreement or arrangement with any other news organization or newspaper having its principal place of business outside the home territory of the other party, as hereinabove defined, which shall prohibit or preclude the other party or its nominee from entering into the same or a similar agreement or arrangement with such news organization or newspaper.

10. Each of the parties shall reimburse the other at the end of each month for the cost of any special services rendered by the other that are requested, and for any delivery expense incurred in making available to the other the news to be exchanged hereunder.

11. News and other material contained in commercial services, trade services, special feature services and news photo services are not subject to exchange hereunder and are not within the scope of this agreement.

12. Any notice or statement by either party to the other may be given, and shall be deemed to have been duly given, when sent by letter, cable or radiogram to The Associated Press, at 50 Rockefeller Plaza, New York, N. Y., and [fol. 2796] Reuters Limited, at 85 Fleet Street, London, England, but bills and copies of communications may be delivered to the authorized representative of Associated in London and the authorized representative of Reuters in New York when the communications concern matters within the control of such representatives and require prompt attention.

13. This agreement shall supersede an existing agreement between Associated and Reuters dated March 29, 1934.

14. The term of this agreement shall commence on October 1, 1942, and it shall continue thereafter until terminated by either party upon ninety days' notice to the other.

This agreement is executed on behalf of The Associated Press by Kent Cooper, its General Manager, and on behalf of Reuters Limited by William John Haley, a Director

thereof, pursuant to authority given by the Boards of Directors of the respective parties.

The Associated Press, by Kent Cooper, General Manager; Reuters Limited, by W. J. Haley, Director.

[fol. 2797] DEFENDANTS' EXHIBIT No. 5

Heads of Agreement

Come to on June 24, '42, between Mr. Kent Cooper, General Manager of The Associated Press of America and Mr. William John Haley, representing Reuters, as the basis of a contract which will be subject to the approval of the Boards of Directors of The Associated Press and Reuters.

The Associated Press and Reuters, recognizing the desirability of world-wide acceptance of the principle of a free press and international exchange of truthful unbiased news between the press and the instrumentalities of the press of all nations solely on the basis of the actual cost for its collection and dissemination and desiring to put this principle into effect in a practical, mutual and reciprocal manner as affecting themselves and by way of confirmation of their acceptance of the principles thus stated hereby agree:

(1) Each Agency shall have full access to the other's news. In the case of The Associated Press, the access to the news of Reuters shall include access to the news of Press Association, Ltd.

(2) This access shall be primarily for the purposes of bulletin protection each to the other, except as in Paragraph 4, and each Agency shall by the personality of its news report continue to emphasize its character and individuality.

(3) This access shall be at the issuing Agency's head office, by means of any facilities that will give the most expeditious method of receipt, whether this be by means of the circuit on which the news is supplied by each to its members from its head office or by other means.

(4) For the purposes of this Contract, the home territory of The Associated Press is defined as being North America,

possessions of the United States and the West Indies; and the home territory of Reuters is defined as being that part [fol. 2798] of the British Empire in the Eastern Hemisphere and recognized British spheres of influence therein.

(Note: "Recognized British spheres of influence" are agreed to mean Egypt and territories formerly mandated by the League of Nations.)

There shall be no restrictions on the amount used by the receiving Agency of the news of the home territories of each, in conformity with this Contract.

(5) Commercial services, trade services, special feature services and newsphoto services will lie outside the scope of this Agreement.

(6) The Associated Press shall be free to use the news it receives from Reuters under this Agreement anywhere in the Western Hemisphere and United States possessions.

(7) Reuters shall be free to use the news it receives from The Associated Press under this Agreement anywhere in the Eastern Hemisphere.

(8) All news exchanged under this Agreement shall be sent by the bureau of the receiving Agency to its head office only and shall not be made available by it to any other Agency, Publisher, or disseminating medium except through the receiving Agency's head office and in no case shall the news of either Agency be made available to a competitor of the Agency which originates the news.

(9) Each Agency shall be ready to fulfill for the other requests for special reports of news lying outside the scope of this Agreement. All costs incurred in supplying such reports will be borne by the Agency making the request.

(10) The Agreement will be non-exclusive on both sides.

(11) This Agreement replaces and supersedes the two-party Contract between The Associated Press and Reuters dated March 29, 1934, and the Contract between The Associated Press and the British Press Association, dated April 21, 1934. It will come into force on October 1, 1942 and will continue indefinitely, but may be terminated by either [fol. 2799] side giving ninety (90) days notice.

(12) Neither Agency shall, during the life of this Contract, make any arrangement with any news agency or newspaper located outside of the respective home territory of each, as defined in Paragraph 4, the terms of which agreement shall effect exclusivity against the other or the nominees of the other.

K. C.; W. J. H.

[fol. 2800] DEFENDANTS' EXHIBIT No. 6-A

Head Office London

Reuters

50 Rockefeller Plaza

New York City

December 16, 1942.

Kent Cooper, Esq., The Associated Press, 50 Rockefeller Plaza, New York, N. Y.

DEAR MR. KENT COOPER:

It gives me the greatest pleasure to inform you that the Board of Reuters have authorised me to sign the formal Contract between The Associated Press and Reuters. They join you in the belief expressed in your letter of September 17, 1942 that "the Contract carries out faithfully the exact meaning of our agreement in all respects," and they feel sure you will agree that should at any future date the necessity arise of interpreting the precise intentions of any clause in the Contract reference shall be made to the Heads of Agreement we initialed on June 24, 1942.

My Board asked me personally to convey to you their good wishes.

Sincerely yours, W. J. Haley.

[fol. 2801] DEFENDANTS' EXHIBIT No. 6-B

December 22, 1942.

Mr. W. J. Haley, Reuters, 50 Rockefeller Plaza, New York, N. Y.

DEAR MR. HALEY:

This is to acknowledge receipt of your communication of December 16.

I accept the understanding in that letter as respects the contract we have signed, namely, that if at any future date the necessity arises of interpreting the precise intentions of any clause in the contract, reference shall be made to the Heads of Agreement we initialed on June 24, 1942.

Cordially reciprocating the message of good wishes from your Board which you have conveyed, I am

Sincerely yours, —— ——.

[fol. 2802] DEFENDANTS' EXHIBIT No. 8

Chicago Tribune (M)
New York Times (M)
Oakland Tribune (E)
Arcadia Bulletin (E)
Arcadia Tribune (E)
Baltimore Sun (M & E)
Banning Record (E)
Beverly Hills Citizen (E)
Boston Post (M)
Covina Argus (E)
Covina Citizen (E)
Daily Oklahoman (M)
Dallas News (M)
Delano Record (E)
Huntington Park Bulletin (E)
Eagle Rock Sentinel (E)
El Monte Herald (E)
El Segundo Herald (E)
[fol. 2803] Express Publishing Co. (M)
Glendale News Press (E)
Glendora Press (E)
Hartford Times (M)

Hemet News (E)
Inglewood News (E)
Inyo Independent (E)
Kansas City Star (E)
L. A. Daily Journal (M)
Lynwood Press (E)
Milwaukee Journal (M & E)
Minneapolis Star Journal (M & E)
Monterey Park Ledger (E)
Montrose Ledger (E)
Newport-Balboa Press (E)
New York Daily News (M)
New York Herald Tribune (M)
News Limited (M)
Omaha World Herald (M & E)
Palos Verdes News (E)
Peoria Star (M & E)
Record Ledger (E)
Riverside News (E)
St. Louis Globe Democrat (M)
St. Louis Post Dispatch (E)
Salt Lake Telegram (E)
Salt Lake Tribune (M)
San Antonio Express (M)
San Fernando Sun (E)
San Francisco Chronicle (M)
San Marino Tribune (E)
San Pedro News Pilot (E)
Santa Ana Register (E)
Sierra Madre News (E)
South Gate Tribune (E)
South Pasadena Review (E)
Minneapolis Journal and Tribune (M)
Temple City Times (E)
Toronto Globe and Mail (M)
Torrance Herald (E)
Tujunga Record Ledger (E)
Tulsa Tribune (E)
Vancouver Province (E)
Van Nuys News (E)
Ventura Star Free Press (E)
Westwood Hills Press (E)
Winnipeg Free Press (M)
Azusa Herald (E)

Burbank Review (E)
Democrat and Chronicle (M)
Dinuba Sentinel (E)
Fairbury News (M)
Fullerton Tribune (E)
Hartford Courant (M)
Lone Pine Progress Citizen (E)
Monrovia News Post (E)

{fol. 2804}

DEFENDANT'S EX. NO. 9 ID.

International News Service

September 30, 1941

State—City	Name of Paper	Edition		Date Became Subscriber
ALABAMA				
Anniston	Star	E		
Anniston	Star		S	
Birmingham	Age Herald	M		
Birmingham	News		E	
Birmingham	News & Age Herald		S	
Birmingham	Post	E		
Decatur	Daily	E		
Decatur	Daily		S	
Dothan	Eagle	E		
Dothan	Eagle		S	
Eufaula	Tribune	E		
Florence	Times	E		
Gadsden	Times	E		
Gadsden	Times		S	
Huntsville	Times	E		
Huntsville	Times		S	
Mobile	Register	M		4/10/40
Mobile	Press		E	4/10/40
Mobile	Press-Register		S	"
Montgomery	Advertiser	M		
Montgomery	Journal		E	4/29/40
Montgomery	Advertiser		S	4/29/40
Opelika	News	M		
Selma	Times-Journal		E	
Selma	Times-Journal		S	
Sheffield	Tri-Cities Daily	E		
Talledja	Home	E		
Troy	Messenger	E		
Tuscaloosa	News	E		
Tuscaloosa	News		S	
ALASKA				
Anchorage	Times	E		
Cordova	Times	E		
Fairbanks	News-Miner	E		
Juneau	Empire	E		
Juneau	Press	E		
Ketchikan	Chronicle	E		
ARIZONA				
Bisbee	Review	M		
Bisbee	Review		S	
Douglas	Dispatch	M		
Douglas	Dispatch		S	
Nogales	Herald		E	
Phoenix	Republic	M		
Phoenix	Gazette		E	10/28/40
Phoenix	Republic		S	
Prescott	Courier Journal	M		
Prescott	Courier		E	
Prescott	Courier Journal		S	
Tucson	Star	M		
Tucson	Citizen		E	
Tucson	Star		S	
Yuma	Sun & Arizona Sentinel		E	

[fol. 2805]

State—City	Name of Paper	Edition	Date Became Subscriber
ARKANSAS			
Arkadelphia	Siftings Herald	E	
Batesville	Guard	E	
Blythesville	Courier-News	E	
Camden	News	E	
Conway	Log Cabin Democrat	E	
El Dorado	News	M	
El Dorado	Times	E	
El Dorado	News	S	
Eureka Springs	Times-Echo	E	
Fayettesville	N. W. Arkansas Times	E	
Forrest City	Times-Herald	E	
Fort Smith	So. West American	M	
Fort Smith	Times Record	E	
Fort Smith	S. W. Times-Record	S	
Harrison	Times	E	
Helena	World	E	
Harrison	Times	S	
Helena	East Arkansas Record	S	
Hope	Journal	M	
Hope	Star	E	
Hot Springs	Post	M	
Hot Springs	Post	S	
Hot Springs	Sentinel Record	M	
Hot Springs	New Era	E	
Hot Springs	Sentinel Record	S	
Jonesboro	Sun	E	
Jonesboro	Tribune	E	
Little Rock	Arkansas Democrat	E	
Little Rock	Arkansas Democrat	S	
DeQueen	Bee Citizen	E	
Little Rock	Arkansas Gazette	M	
Little Rock	Arkansas Gazette	S	
Magnolia	Banner-News	E	
Malvern	Record	E	
Mena	Star	E	
Newport	Independent	E	
Paragould	Press	E	
Pine Bluff	Commercial	E	
Pine Bluff	Graphic	M	
Pine Bluff	Graphic	S	
Rogers	News	E	
Russellville	Courier Democrat	E	
Searcy	Citizen	E	
Siloam Springs	Herald Democrat	E	
Suttgart	Leader & Arkansanzer	E	
Texarkana	Gazette	M	
Texarkana	News	E	
Wynne	Star-Progress	E	
Texarkana	Gazette	E	
CALIFORNIA			
Alameda	Times-Star	E	
Alhambra	Post-Advocate	E	
Anaheim	Bulletin	E	
Antioch	Ledger	E	
Bakersfield	Californian	E	
Berkeley	Gazette	E	
Brawley	News	Daily	
Burbank	Review	E	

State—City	Name of Paper	Edition	Date Became Subscriber
CALIFORNIA (Cont'd)			
Burlingame	Advance	E	6/1/40
Chico	Enterprise	E	
Chico	Record	M	
[fol. 2806]			
Chico	Record	S	
Coalinga	Record	E	
Colusa	Sun-Herald	E	
Colton	Courier	E	
Corning	Observer	E	
Corona	Independent	E	
Corona	Independent	S	
Culver City	Star-News	E	
El Centro	Post	M	
El Centro	Imperial Val Press	E	
El Centro	Post-Press	S	
Escondido	Times-Adovcate	E	
Eureka	Times	M	5/12/41
Eureka	Standard	E	
Eureka	Times	S	5/12/41
Fresno	Bee	E	3/ 2/31
Fresno	Bee	S	3/ 2/31
Fullerton	News-Tribune	E	
Gilroy	Dispatch	E	
Glendale	News-Press	E	
Grass Valley	Union	M	
Grass Valley	Union	S	
Hanford	Journal	M	
Hanford	Sentinel	E	
Hanford	Journal	S	
Hayward	Review	E	
Hollister	Free Lance	E	
Hollywood	Citizen News	E	
Huntington Park	Signal	E	
Inglewood	News	E	
Lodi	News Sentinel	M	
Long Beach	Sun	M	
Long Beach	Press Telegram	E	
Long Beach	Press Telegram	S	
Los Angeles	Examiner	M	
Los Angeles	Examiner	S	
Los Angeles	Herald & Express	E	
Los Angeles	Daily News	Daily	
Los Angeles	Times	M	
Los Angeles	Times	S	
Lodi	Times	M	
Los Angeles	Journal	M	
Madera	Tribune & Mercury	E	
Martinez	Contra Costa		
Marysville see			
Yuba City	Gazette	E	
Merced	Sun-Star	E	
Modesta	Bee	E	1/ 6/36
Monrovia	News-Post	E	
Monterey	Peninsula Herald	E	
Napa	Register	E	
Oakland	Post-Enquirer	E	
Oceanside	Blade-Tribune	E	
Oakland	Tribune	E	
Oakland	Tribune	S	
Ontario	Report	E	

State—City	Name of Paper	Edition	Date Became Subscriber
CALIFORNIA (Cont'd)			
Orange	News	E	
Oroville	Mercury-Register	M	
Oxnard	Press-Courier	E	
Palo Alto	Times	E	
Pasadena	Post	M	
Pasadena	Star-News	E	3/10/32
[fol. 2807]			
Pasadena	Post	S	
Petaluma	Argus-Courier	Daily	
Pittsburgh	Independent	M	
Pittsburgh	Post-Dispatch	E	
Pomona	Progress-Bulletin	E	
Porterville	Recorder	E	
Red Bluff	News	E	
Redding	Record & Courier-Free Press	E	
Redding	Searchlight	M	
Redding	Searchlight	S	
Redlands	Facts	E	
Redondo Beach	Breeze	E	
Redwood City	Tribune	E	
Richmond	Independent	E	
Richmond	Record-Herald	M	
Richmond	Record-Herald	S	
Riverside	Enterprise	M	
Riverside	Press	E	
Riverside	Enterprise	S	
Roseville	Press	E	
Sacramento	Bee	E	1/ 6/36
Sacramento	Union	M	
Sacramento	Union	S	
Salinas	Index-Journal	E	
Salinas	Post	M	
Salinas	Post	S	
San Bernardino	Sun	M	
San Bernardino	Telegram	E	
San Bernardino	Sun	S	
San Diego	Union	M	6/12/33
San Diego	Tribune-Sun	E	10/ 4/20
San Diego	Union	S	6/12/33
San Francisco	Commercial News	M	
San Francisco	Wall St. Journal (Pac. Coast Ed.)	M	
San Jose	Mercury Herald	M	
San Jose	News	E	8/25/41
San Jose	Mercury Herald	S	
San Francisco	Call-Bulletin	E	
San Francisco	Chronicle	M	
San Francisco	Chronicle	S	
San Francisco	Examiner	M	
San Francisco	Examiner	S	
San Francisco	News	E	
San Luis Obispo	Telegram-Tribune	E	
San Mateo	Times	E	
San Pedro	News-Pilot	E	
San Rafael	Independent	E	
Santa Ana	Register	E	2/26/40
Santa Barbara	News-Press	M	
Santa Barbara	News-Press	E	11/ 4/35
Santa Barbara	News-Press	S	
Santa Cruz	Sentinel-News	M	
Santa Cruz	Sentinel-News	E	

State—City	Name of Paper	Edition			Date Became Subscriber
CALIFORNIA (Cont'd)					
Santa Cruz	Sentinel-News			S	
Santa Maria	Times		E		
Santa Monica	Outlook		E		
Santa Paula	Chronicle		E		
Santa Rosa	Press-Democrat	M			
Santa Rosa	Republican		E		4/ 3/33
Santa Rosa	Press-Democrat			S	
Stockton	Record		E		1/ 6/36
[fol. 2808]					
Taft	Midway-Driller		E		
Tulare	Times	M			
Tulare	Advance-Register		E		
Turlock	Journal		E		
Vallejo	Times-Herald	M			3/27/36
Vallejo	Chronicle		E		3/24/36
Vallejo	Times-Herald			S	3/27/36
Vallejo	News		E		
Ventura	Star-Free Press		E		
Visalia	Times-Delta		E		
Watsonville	Sun	M			
Watsonville	Register-Pajoronian		E		
Watsonville	Sun			S	
Whittier	News		E		
Williams	Journal		E		
Wilmington	Journal		E		
Wilmington	Press		E		
Woodland	Democrat		E		
Yreka	Siskiyou News		E		
Yuba City-Marysville	Appeal Democrat		E		
COLORADO					
Alamosa	Courier		E		
Boulder	Camera		E		
Canon City	Record		E		
Colorado Springs	Gazette	M			
Colorado Springs	Telegraph		E		
Colorado Springs	Gazette-Telegraph			S	
Cripple Creek	Times Record		E		
Denver	Post		E		10/ 4/20
Denver	Post			S	10/ 4/20
Denver	Rocky Mountain News	M			
Denver	Rocky Mountain News			S	
Durango	Herald-Democrat		E		
Fort Collins	Express-Courier		E		
Fort Collins	Express-Courier			S	
Fort Morgan	Times		E		
Grand Junction	Sentinel		E		
Grand Junction	Sentinel			S	
Greeley	Tribune		E		
La Junta	Democrat		E		
La Junta	Tribune		E		
Lamar	News		E		
Leadville	Herald-Democrat		E		
Longmont	Times-Call		E		
Loveland	Reporter-Herald		E		
Montrose	Press		E		
Pueblo	Chieftain	M			
Pueblo	Star-Journal		E		
Pueblo	Star-Journal & Chief			S	

State—City	Name of Paper	Edition	Date Became Subscriber
Rocky Ford	Gazette-Topic	E	
Salida	Mail	E	
Sterling	Advocate	E	
Trinidad	Chronicle-News	E	
Trinidad	Light	M	
Walsenburg	World-Independent	E	
CONNECTICUT			
Ansonia	Sentinel	E	
Bridgeport	Herald	S	
Bridgeport	Telegram	M	
[fol. 2809]			
Bridgeport	Post	E	
Bridgeport	Post	S	
Bristol	Press	E	
Danbury	News-Times	E	
Greenwich	Times	E	
Hartford	Courant	M	
Hartford	Courant	S	
Hartford	Times	E	1/ 3/38
Manchester	Herald	E	
Meriden	Journal	E	
Meriden	Record	M	
Middletown	Press	E	
Naugatuck	News	E	
New Britain	Herald	E	
New Haven	Journal-Courier	M	
New Haven	Register	E	
New Haven	Register	S	
New London	Day	E	
Norwalk	Hour	E	
Norwalk	South Norwalk Sentinel	E	7/ 6/36
Norwich	Bulletin	M	
Norwich	Record	E	
Norwich	Record	S	
Stamford	Advocate	E	
Torrington	Register	E	
Waterbury	Democrat	E	
Waterbury	Republican	M	
Waterbury	American	E	
Waterbury	Republican	S	
Willimantic	Chronicle	E	2/ 3/41
Winsted	Citizen	E	
DELAWARE			
Wilmington	News	M	1/ 3/37
Wilmington	Journal	E	1/ 3/37
Wilmington	Star	S	
DISTRICT OF COLUMBIA			
Washington	News	E	
Washington	Post	M	2/25/39
Washington	Post	S	2/25/39
Washington	Star	E	
Washington	Star	S	
Washington	Times Herald	Daily	3/ 1/39
Washington	Times Herald	S	

State—City	Name of Paper	Edition			Date Became Subscriber
FLORIDA					
Bradenton	Herald		E		
Bradenton	Herald		S		
Clearwater	Sun		E		
Clearwater	Sun			S	
Daytona Beach	Journal	M			
Daytona Beach	News		E		10/ 1/31
Daytona Beach	News-Journal			S	
Deland	Sun-News		E		
Fort Lauderdale	Times	M			
Fort Lauderdale	News-Sentinel		E		
[fol. 2810]					
Fort Lauderdale	News-Sentinel			S	
Fort Myers	News & Press	M			
Fort Myers	News & Press			S	
Fort Pierce	News-Tribune		E		
Fort Pierce	News-Tribune			S	
Gainesville	Sun		E		
Gainesville	Sun			S	
Jacksonville	Florida Times Union	M			
Jacksonville	Florida Times Union			S	
Jacksonville	Journal		E		
Key West	Citizen		E		
Lakeland	Ledger		E		
Lakeland	Ledger			S	
Lake Worth	Leader		E		
Miami	Herald	M			12/12/25
Miami	Herald			S	12/12/25
Miami	Miami News		E		10/ 6/41
Miami	Miami News			S	
Miami Beach	Tropics		E		12/30/40
Ocala	Banner	M		S	
Ocala	Star		E		
Orlando	Sentinel	M			
Orlando	Reporter-Star		E		
Orlando	Sentinel Star			S	
Palatka	News		E		
Palm Beach	News	M			
Palm Beach	News			S	
Panama City	News-Herald		E		
Panama City	News-Herald			S	
Pensacola	Journal	M			
Pensacola	News		E		
Pensacola	Journal			S	
St. Augustine	Record		E		
St. Augustine	Record			S	
St. Petersburg	Independent		E		
St. Petersburg	Times	M			1/22/40
St. Petersburg	Times			S	1/22/40
Sanford	Herald		E		
Sarasota	Herald Tribune		E		
Sarasota	Herald Tribune			S	
Sebring	American		E		
Sebring	Highlands American			S	
Tallahassee	Florida State News	M			
Tallahassee	Democrat		E		
Tallahassee	News-Democrat			S	
Tampa	Times		E		
Tampa	Tribune	M			
Tampa	Tribune			S	
West Palm Beach	Post	M			

State—City	Name of Paper	Edition	Date Became Subscriber
West Palm Beach	Times	E	
West Palm Beach	Post-Times	S	
Winter Haven	Chief	E	
GEORGIA			
Albany	Herald	E	
Albany	Herald	S	
Americus	Times-Recorder	E	
Athens	Banner Herald	E	
Athens	Banner Herald	S	
[fol. 2811]			
Atlanta	Constitution	M	8/22/41
Atlanta	Constitution	S	8/22/41
Atlanta	Journal	E	
Atlanta	Journal	S	
Augusta	Chronicle	M	
Augusta	Chronicle	S	
Augusta	Herald	E	
Augusta	Herald	S	
Brunswick	News	E	
Columbus	Enquirer	M	
Columbus	Ledger	E	
Columbus	Ledger-Enquirer	S	
Cordele	Dispatch	E	
Dublin	Courier Herald	E	
Griffin	News	E	
LaGrange	News	E	
Macon	Telegraph	M	
Macon	News	E	
Macon	Telegraph & News	S	
Marietta	Journal	E	
Milledgeville	Times	E	
Moultrie	Observer	E	
Rome	News Tribune	E	
Rome	News Tribune	S	
Savannah	News	M	11/29/36
Savannah	Press	E	11/ 4/35
Savannah	News	S	
Thomasville	Times Enterprise	E	
Tifton	Gazette	E	
Valdosta	Times	E	
Waycross	Journal Herald	E	
Waycross	Journal Herald	S	
HAWAII			
Hilo	Press	M	
Hilo	Press	S	
Hilo	Tribune Herald	E	
Hilo	Tribune Herald	S	
Honolulu	Advertiser	M	8/ 3/42
Honolulu	Advertiser	S	
Honolulu	Star Bulletin	E	
Honolulu	Star Bulletin	Saturday only	
IDAHO			
Blackfoot	Bulletin	E	
Boise	Capital News	E	
Boise	Idaho Statesman	M	
Boise	Idaho Statesman	S	
Caldwell	News Tribune	E	

State—City	Name of Paper	Edition	Date Became Subscriber
IDAHO (Cont'd)			
Coeur d'Aline	Press	E	
Idaho Falls	Post Register	M	
Idaho Falls	Post Register	E	
Idaho Falls	Post Register	S	
Kellogg	News	E	
Lewiston	Tribune	M	
Lewiston	Tribune	S	
Moscow	Idahonian	E	
Nampa	Free Press	E	
[fol. 2812]			
Pocatello	State Journal	M	
Pocatello	Tribune	E	
Pocatello	Tribune-Journal	S	
Twin Falls	News	M	
Twin Falls	Times	E	
Twin Falls	News-Times	S	
Wallace	Press Times	E	
ILLINOIS			
Alton	Telegraph	E	
Aurora	Beacon News	E	
Aurora	Beacon News	S	
Beardstown	Illinoisan Star	E	
Belleville	Advocate	E	
Belleville	News Democrat	E	
Belvidere	Republican	E	
Benton	News	E	
Bloomington	Pantagraph	E	
Bloomington	Pantagraph	S	
Cairo	Citizens Bulletin	E	
Canton	Ledger	E	
Carbondale	Free Press	E	
Casey	Reporter	E	
Centralia	Sentinel	E	
Champaign-Urbana	Courier	E	
Champaign-Urbana	Courier	S	
Champaign-Urbana	News Gazette	E	1/21/22
Champaign-Urbana	News Gazette	S	
Charleston	Courier	E	
Charleston	News	M	
Chicago	Journal of Commerce	M	
Chicago	Calumet	E	
Chicago	Herald American	E	
Chicago	Herald American	S	
Chicago	News	E	
Chicago	Sun	M	
Chicago	Sun	S	
Chicago	Times	E	
Chicago	Times	S	
Chicago	Tribune	M	
Chicago	Tribune	S	
Clinton	Journal Public	M	
Clinton	Journal Public	S	
Danville	Commercial News	E	
Danville	Commercial News	S	
Decatur	Herald	M	
Decatur	Review	E	
Decatur	Herald Review	S	
DeKalb	Chronicle	E	
Dixon	Telegraph	E	

State—City	Name of Paper	Edition	Date Became Subscriber
Duquoin	Call	E	12/ 2/40
East St. Louis	Journal	E	
East St. Louis	Journal	S	
Effingham	Record	E	
Eldorado	Journal	E	1/31/21
Eldorado	News	E	

[fol. 2813]

ILLINOIS

Edwardsville	Intelligencer	E	
Elgin	Courier News	E	2/10/36
Flora	News Record	E	
Freeport	Journal Standard	E	
Galena	Gazette	E	
Galesburg	Register Mail	E	
Harrisburg	Register	E	
Herrin	Journal	E	
Hoopeston	Chronicle Herald	E	
Jacksonville	Journal	M	
Jacksonville	Courier	E	
Jacksonville	Journal	S	
Joliet	Herald News	E	
Joliet	Herald News	S	
Kankakee	Republican News	E	2/ 6/33
Kewanee	Star Courier	E	
LaSalle	Post Tribune	E	
Lawrenceville	Record	E	
Lewistown	Record	E	
Lincoln	Courier	E	
Litchfield	News Herald	E	
Macomb	Journal	E	
Marion	Post	E	
Marion	Republican	E	9/26/21
Marseilles	Press	E	10/ 2/22
Mattoon	Journal & Gazette	E	1/ 1/21
Moline	Dispatch	E	5/30/38
Monmouth	Review Atlas	E	
Morris	Herald	E	
Mt. Carmel	Republican Register	E	
Mt. Vernon	Register News	E	
Murphysboro	Independent	E	
Olney	Mail	E	10/22/27
Ottawa	Republican Times	E	
Paris	Beacon News	E	
Paxton	Record	E	
Pekin	Times	E	
Peoria	Journal Transcript	E Daily	5/ 3/37
Peoria	Journal Transcript	S	5/ 3/37
Peoria	Star	E	
Peoria	Star	S	
Peru	News Herald	E	
Pontiac	Leader	E	
Quincy	Herald Whig	E	
Quincy	Herald Whig	S	
Robinson	News	E	
Rockford	Star	M	
Rockford	Register Republic	E	1/ 5/20
Rockford	Star	S	
Moline & Rock Island	Argus Dispatch	E	
Savanna	Times Journal	E	
Shelbyville	Union	E	

State—City	Name of Paper	Edition	Date Became Subscriber
ILLINOIS—(Cont'd)			
Springfield	Ill. State Journal	M	9/19/37
Springfield	Ill. State Journal	E	9/19/37
Springfield	Ill. State Journal	S	9/19/37
Springfield	Register	E	
Springfield	Register	S	
Streator	Times Press	E	
Taylorville	Breeze Courier	E	
Taylorville	Record	E	
Watseka	Iroquois County Times	E	
Waukegan	News Sun	E	
West Frankfort	American	E	
Wheaton	Journal	E	
Wood River	Press	E	
[fol. 2814]			
Woodstock	Sentinel	E	
Sterling & Rock Falls	Gazette	E	
INDIANA			
Alexandria	News	E	10/14/40
Alexandria	Times Tribune	E	
Anderson	Bulletin	E	
Anderson	Herald	M	
Anderson	Herald	S	
Attica	Ledger Tribune	E	
Auburn	Star	E	
Bedford	Mail	E	
Bedford	Times	E	
Bicknell	News	E	
Bloomfield	World	E	10/ 4/37
Bloomington	Telephone	E	1/ 1/26
Bloomington	World	E	
Bluffton	News Banner	E	
Brazil	Times	E	
Clinton	Clintonian	E	
Columbia City	Commercial Mail	E	
Columbia City	Post	E	
Columbus	Republican	E	
Connersville	News Examiner	E	
Crawfordsville	Journal & Review	Daily	
Decatur	Democrat	E	
Dunkirk	News	M	
Edinburg	Courier	E	
Elkhart	Truth	E	
Elwood	Call Leader	E	
Evansville	Courier	M	
Evansville	Press	E	
Evansville	Courier Press	S	
Fort Wayne	Journal Gazette	M	
Fort Wayne	Journal Gazette	S	
Fort Wayne	News Sentinel	E	10/ 2/22
Frankfort	Times	M	
Frankfort	Times	S	
Franklin	Star	E	11/15/37
Gary	Post Tribune	E	11/17/21
Goshen	News Democrat	E	
Greencastle	Banner	E	
Greenfield	Reporter	E	11/ 2/28
Greensburg	News	E	1/18/37
Hammond	Times	E	1/15/21

State—City	Name of Paper	Edition	Date Became Subscriber
Hammond	Times	S	
Hartford City	News Times	E	
Huntington	Herald Press	E	
Huntington	Herald Press	S	
Huntington	News	E	
Indianapolis	News	E	
Indianapolis	Star	M	
Indianapolis	Star	S	
Indianapolis	Times	E	
Indianapolis	Commercial	M	7/ 1/39
Jeffersonville	News	E	
Kendallville	News Sun	E	
Kokomo	Tribune	E	
Lafayette	Journal and Courier	E	8/ 1/21

[fol. 2815]

La Porte	Herald Argus	E	
Lebanon	Reporter	E	
Linton	Citizen	E	
Logansport	Pharos Tribune	E	
Logansport	Press	M	
Logansport	Press	S	
Madison	Courier	E	
Marion	Leader Tribune	M	
Marion	Chronicle	E	7/ 5/20
Marion	Chronicle Tribune	S	
Martinsville	Reporter	E	
Michigan City	News Dispatch	E	9/ 5/38
Monticello	Herald Journal	E	
Mt. Vernon	Democrat	E	
Muncie	Press	E	
Muncie	Star	M	
Muncie	Star	S	
New Albany	Tribune	E	
New Castle	Courier Times	E	
Nobelsville	Ledger	E	8/15/38
Peru	Tribune	E	
Plymouth	News	E	
Plymouth	Pilot	E	
Portland	Commercial Review	E	
Portland	Sun	E	
Princeton	Clarion News	E	
Princeton	Democrat	E	
Rennselaer	Republican	E	
Richmond	Palladium Item	Daily	11/10/38
Richmond	Palladium Item	S	
Rochester	News Sentinel	E	4/16/37
Rushville	Telegram	M	
Rushville	Republican	E	
Seymour	Tribune	E	
Shelbyville	Republican	M	
Shelbyville	Democrat	E	5/27/40
South Bend	Tribune	E	1/ 2/39
South Bend	Tribune	S	1/ 2/39
Spencer	World	E	
Sullivan	Times	E	
Terre Haute	Star	M	
Terre Haute	Tribune	E	
Terre Haute	Tribune & Star	S	
Tipton	Tribune	E	
Union City	Times Gazette	M	
Valparaiso	Vidette Messenger	E	

State—City	Name of Paper	Edition	Date Became Subscriber
INDIANA—(Cont'd)			
Vincennes	Sun Commercial	E	
Vincennes	Sun Commercial	S	
Wabash	Plain Dealer	E	
Warsaw	Union	M	
Warsaw	Times	E	
Washington	Democrat	E	7/17/35
Washington	Herald	E	
Winchester	Journal Herald	M	3/31/41
Winchester	News	M	
IOWA			
Ames	Tribune	E	
Atlantic	News Telegraph	E	5/ 7/25
Boone	News Republican	E	10/12/36
Burlington	Hawk Eye Gazette	E	
[fol. 2816]			
Carroll	Times Herald	E	
Cedar Falls	Record	E	
Cedar Rapids	Gazette	E	6/ 1/21
Cedar Rapids	Gazette	S	3/ 2/36
Centerville	Iowegian & Citizen	E	
Charles City	Press	E	
Cherokee	Times	E	
Clinton	Herald	E	
Council Bluffs	Nonpareil	E	
Council Bluffs	Nonpareil	Saturday	
Council Bluffs	Nonpareil	S	
Creston	News Advertiser	E	
Davenport	Democrat & Leader	E	
Davenport	Sunday Democrat	S	
Davenport	Times	E	
Des Moines	Register	M	
Des Moines	Tribune	E	
Des Moines	Register	S	
Dubuque	Telegraph Herald	E	4/ 7/24
Dubuque	Telegraph Herald	S	
Estherville	News	E	
Fairfield	Ledger	E	
Fort Dodge	Messenger Chronicle	E	
Fort Madison	Democrat	E	
Iowa City	Iowan	M	
Iowa City	Iowan	S	
Iowa City	Press Citizen	E	
Keokuk	Gate & City & Constitution Democrat	E	
Marshalltown	Times Republican	E	
Mason City	Globe Gazette	E	
Missouri Valley	Times	E	
Mt. Pleasant	News	E	10/15/34
Muscatine	Journal & News Tribune	E	
Nevada	Journal	E	5/5/23
Newton	News	E	
Oelwein	Register	E	
Oskaloosa	Herald	E	
Dubuque	Tribune	M	
Ottumwa	Courier	E	
Perry	Chief	E	
Shenandoah	Sentinel	E	
Sioux City	Journal	M	
Sioux City	Journal Tribune	E	

State—City	Name of Paper	Edition	Date Became Subscriber
Sioux City	Journal	S	
Spencer	Reporter	E	
Vinton	Cedar Valley Times	E	9/22/23
Washington	Journal	E	
Waterloo	Courier	E	1/31/22
Waterloo	Courier	S	9/11/35
Webster City	Freeman-Journal	E	
Webster City	Freeman-Journal	Daily & Rural	
KANSAS			
Abilene	Reflector	E	
Arkansas City	Traveler	E	
Atcheson	Globe	E	
Augusta	Gazette	E	
Beloit	Call	E	
[fol. 2817]			
Burlington	Republican	E	
Caldwell	Messenger & News	E	
Chanute	Tribune	E	
Caney	Chronicle	E	
Cherryvale	Republican	E	
Clay Center	Dispatch	E	
Coffeyville	Journal	E	
Concordia	Blade Empire	E	
Council Grove	Republican	E	
Dodge City	Globe	E	
El Dorado	Times	E	
Emporia	Gazette	E	
Fort Scott	Tribune Monitor	E	
Frankfort	Index	E	
Fredonia	Herald	E	
Garden City	Telegram	E	
Goodland	News	E	
Great Bend	Tribune	E	
Hays	News	E	
Hiawatha	World	E	
Independence	Reporter	E	
Hutchinson	Herald	M	
Hutchinson	News	E	
Hutchinson	News Herald	S	
Iola	Register	E	
Junction City	Union	E	
Kansas City	Kansan	E	
Kansas City	Kansan	S	
Larned	Tiller & Toiler	E	
Lawrence	Journal World	E	
Leavenworth	Times	E	
Leavenworth	Times	S	
Liberal	Southwest Times	E	
Liberal	Southwest Times	S	
Lyons	News	E	
McPherson	Republican	E	
Manhattan	Chronicle	M	
Manhattan	Mercury	E	
Manhattan	Chronicle	S	
Neodisha	Sun	E	
Newton	Kansas Republican	E	
Norton	Telegram	E	
Ottawa	Herald	E	
Parsons	Sun	E	
Pittsburg	Sun	M	

State—City	Name of Paper	Edition		Date Became Subscriber
KANSAS—(Con'td)				
Pittsburg	Headlight	E		
Pittsburg	Sun		S	
Pratt	Tribune	E		
St. John	Capital	E		
Salina	Journal	E		
Topeka	Capital	M		
Topeka	State Journal	E		
Topeka	Capital		S	
Wellington	News	E		
Wichita	Beacon	E		6/ 2/27
Wichita	Beacon		S	2/12/21
Wichita	Eagle	M		
Wichita	Eagle	E		
Wichita	Eagle		S	
Winfield	Courier	E		
Abilene	Chronicle	M		
Abilene	Chonicle		S	
Columbus	Advocate	E		
Fort Scott	Herald	E		
Fort Scott	Herald		S	
[fol. 2818]				
KENTUCKY				
Ashland	Independent	E		
Ashland	Independent		S	
Bowling Green	Park City News	E		
Bowling Green	Park City News		S	
Bowling Green	Times Journal	E		
Corbin	Tribune	E		
Corbin	Times		S	
Danville	Advocate Messenger	E		
Danville	Sunday Advocate		S	
Frankfort	State Journal	M		
Frankfort	State Journal		S	
Fulton	Leader	E		
Glasgow	News	E		
Harlan	Enterprise	E		
Harlan	Enterprise		S	
Hazard	Herald	E		
Henderson	Gleaner	M		
Henderson	Journal	E		
Henderson	Gleaner & Journal		S	
Hopkinsville	Kentucky New Era	E		
Lexington	Herald	M		
Lexington	Leader	E		2/28/38
Lexington	Herald Leader		S	
Louisville	Courier Journal	M		12/ 7/36
Louisville	Times	E		
Louisville	Courier Journal		S	12/ 7/36
Madisonville	Messenger	E		
Mayfield	Messenger	E		
Maysville	Independent	M		
Maysville	Public Ledger	M		
Maysville	Public Ledger	E		
Middlesboro	News	E		
Owensboro	Messenger	M		
Owensboro	Inquirer	E		
Owensboro	Messenger Enquirer		S	
Paducah	Sun Democrat	E		
Paducah	Sun Democrat		S	
Richmond	Register	E		
Winchester	Sun	E		

State—City	Name of Paper	Edition	Date Became Subscriber
LOUISIANA			
Alexandria	Town Talk	E	
Baton Rouge	Advocate	M	
Baton Rouge	State Times	E	
Baton Rouge	Advocate	S	
Crowley	Signal	E	
Houma	Courier	E	
Lafayette	Advertiser	E	
Lake Charles	American Press	E	
Monroe	World	M	
Monroe	News Star	E	
Monroe	World News Star	S	
New Orleans	Item	E	
New Orleans	Times Picayune	M	
New Orleans	States	E	
New Orleans	Times Picayune States	S	
Opelousas	World	E	
Opelousas	World	S	
Ruston	Leader	E	
Shreveport	Journal	E	
Shreveport	Times	M	
Shreveport	Times	S	
[fol. 2819]			
MAINE			
Augusta	Kennebec Journal	M	
Bangor	Commercial	E	
Bangor	News	M	
Bath	Times	E	
Biddeford	Journal	E	
Lewiston-Auburn	Sun	M	
Lewiston-Auburn	Journal	E	
Portland	Press Herald	M	
Portland	Evening Express	E	
Portland	Sunday Telegram	S	
Waterville	Sentinel	M	
MARYLAND			
Annapolis	Capital	E	
Baltimore	News Post	E	
Baltimore	Sunday American	S	
Baltimore	Sun	M	
Baltimore	Sun	E	
Baltimore	Sun	S	
Cambridge	Banner	E	
Cumberland	News	M	
Cumberland	Times	E	
Cumberland	Sunday Times	S	
Frederick	Post	M	
Frederick	News	E	
Hagerstown	Herald	M	
Hagerstown	Mail	E	
Salisbury	Times	E	
MASSACHUSETTS			
Amesbury	News	E	
Athol	News	E	
Attleboro	Sun	E	
Beverley	Times	E	3/22/33
Boston	Christian Science Monitor	E	
Boston	News Bureau	M	
Boston	Globe	M	

State—City	Name of Paper	Edition	Date Became Subscriber
MASSACHUSETTS—(Con'td)			
Boston	Globe	E	
Boston	Globe	S	
Boston	Herald	M	
Boston	Traveler	E	
Boston	Herald	S	
Boston	Post	M	
Boston	Post	S	
Boston	Record	M	
Boston	American	E	
Boston	Sunday Advertiser	S	
Brockton	Enterprise & Times	E	
Cape Cod Hyannis	Standard Times	E	
Chelsea	Record	E	
Clinton	Item	E	11/ 1/19
Fall River	Herald News	E	1/ 4/37
Fitchburg	Sentinel	E	
Framingham	News	E	2/ 5/17
Gardner	News	E	
Gloucester	Times	E	5/22/35
Greenfield	Recorder Gazette	E	
Haverhill	Gazette	E	
Haverhill	Sunday Record	S	
[fol. 2820]			
Holyoke	Transcript Telegram	E	
Hudson	Sun	E	
Hyannis	See Cape Cod		
Lawrence	Eagle	M	
Lawrence	Tribune	E	
Lawrence	Sunday Sun	S	
Leomunster	Enterprise	E	
Lowell	Sun & Citizen Leader	E	2/ 5/34
Lowell	Sunday Telegram	S	
Lynn	Item	E	
Lynn	Telegram News	E	
Lynn	Telegram News	S	
Walden	Telegram News	E	
Marlboro	Enterprise	E	
Medford	Mercury	E	
Milford	News	E	9/ 1/20
New Bedford	Standard Times	E	5/22/24
New Bedford	Standard Times	S	
New Bedford	Mercury	M	
Newburyport	News	E	5/20/35
North Adams	Transcript	E	
Northampton	Hampshire Gazette	E	
North Attleboro	Chronicle	E	12/31/34
Norwood	Messenger	E	
Pittsfield	Berkshire Eagle	E	
Quincy	Patriot Ledger	E	
Salem	News	E	
Southbridge	News	E	
Springfield	Republican	M	12/ 1/26
Springfield	News	E	9/ 1/20
Springfield	Union	M	
Springfield	Union	E	
Springfield	Union & Republican	S	
Taunton	Gazette	E	
Wakefield	Item	E	
Waltham	News Tribune	E	
Woburn	Times	E	11/19/34

State—City	Name of Paper	Edition	Date Became Subscriber
Worcester	Telegram	M	
Worcester	Gazette	E	
Worcester	Telegram	S	
MICHIGAN			
Adrian	Telegram	E	
Albion	Recorder	E	
Alpena	News	E	
Ann Arbor	News	E	
Battle Creek	Enquirer & News	E	
Battle Creek	Enquirer & News	S	
Bay City	Times	E	
Bay City	Times	S	
Benton Harbor	News & Palladium	E	
Big Rapids	Pioneer	E	
Cadilac	News	E	
Calumet	News Journal	E	
Cheboygan	Tribune	E	
Coldwater	Reporter	E	
Detroit	Free Press	M	
Detroit	Free Press	S	
Detroit	News	E	
Detroit	News	S	
Detroit	Times	E	
Detroit	Times	S	
Dowagiac	News	E	
[fol. 2821]			
Escanaba	Press	M	
Escanaba	Press	S	
Flint	Journal	E	
Flint	Journal	S	
Grand Haven	Tribune	E	
Grand Rapids	Herald	M	7/26/36
Grand Rapids	Herald	S	5/30/36
Grand Rapids	Press	E	
Greenville	News	E	
Hillsdale	News	E	
Holland	Sentinel	E	
Houghton	Mining Gazette	M	
Houghton	Mining Gazette	S	
Ionia	Sentinel Standard	E	
Iron Mountain	News	E	
Ironwood	Globe	E	
Jackson	Citizen Patriot	E	
Jackson	Citizen Patriot	S	
Kalamazoo	Gazette	E	
Kalamazoo	Gazette	S	
Lansing	State Journal	E	5/ 6/35
Lansing	State Journal	S	9/26/36
Ludington	News	E	
Manistee	News Advocate	E	
Marquette	Mining Journal	M	
Marshall	Chronicle	E	
Menominee	Herald Leader	E	
Midland	News	E	
Monroe	News	E	
Mt. Clemens	Leader	E	
Muskegon	Chronicle	E	
Niles	Star	E	
Owosso	Argus Press	E	
Petoskey	News	E	

State—City	Name of Paper	Edition	Date Became Subscriber
MICHIGAN—(Con'td)			
Pontiac	Press	E	8/27/28
Port Huron	Times Herald	E	"
Port Huron	Times Herald	S	
Royal Oak	Tribune	E	
Saginaw	News	E	
Saginaw	News	S	
St. Joseph	Herald Press	E	
Sault Ste. Marie	News	E	
South Haven	Tribune	E	
Sturgis	Journal	E	
Three Rivers	Commercial	E	
Traverse City	Record Eagle	E	
Ypsilanti	Press	E	8/24/31
MINNESOTA			
Albert Lea	Tribune	E	
Austin	Herald	E	
Bemidji	Pioneer	E	
Brainard	Dispatch	E	
Crookston	Times	E	
Duluth	News Tribune	M	
Duluth	Herald	E	
Duluth	News Tribune	S	
Fairmont	Sentinel	E	
Faribault	News	E	
Fergus Falls	Journal	E	
Hibbing	Tribune	E	
International Falls	Journal	E	

[fol. 2822]

MINNESOTA			
Little Falls	Transcript	E	
Manketo	Free Press	E	
Marshall	Messenger	E	
Minneapolis	Tribune	E	4/ 5/31
Minneapolis	Star Journal	E	8/16/20
Minneapolis	Tribune & Star Journal	S	
Minneapolis	Times	E	
Moorhead	News	E	
New Ulm	Journal	E	
Owatonna	Peoples Press	M	
Owatonna	Peoples Press	S	
Red Wing	Republican Eagle	E	
Rochester	Post Bulletin	E	
St. Cloud	Times	E	
St. Paul	Pioneer Press	M	
St. Paul	Dispatch	E	
St. Paul	Pioneer Press	S	
So. St. Paul	Reporter	E	
Stillwater	Gazette	E	
Virginia	Enterprise	E	
Wilmar	Tribune	E	
Winona	Republican Herald	E	
Worthington	Globe	E	
MISSISSIPPI			
Biloxi-Gulfport	Herald	E	
Clarksdale	Register	E	
Columbus	Commercial Dispatch	E	
Columbus	Commercial Dispatch	S	
Corinth	Corinthian	E	

State—City	Name of Paper	Edition		Date Became Subscriber
Greenville	Delta Democrat Times	E		
Greenville	Delta Democrat Times		S	
Greenwood	Commonwealth	E		
Granada	Star	E		
Hattiesburg	American	E		
Jackson	Clarion Ledger	M		9/16/41
Jackson	Clarion Ledger		S	9/16/41
Jackson	News	E		
Jackson	News		S	
Laurel	Leader Call	E		
McComb	Journal	E		
Meridian	Star	E		
Meridian	Star		S	
Natchez	Democrat	M		
Natchez	Democrat		S	
Tupelo	Journal	M		
Tupelo	News	E		
Vicksburg	Herald	M		
Vicksburg	Post	E		
Vicksburg	Post Herald		S	
West Point	Times Leader	E		
Clarksdale	Press			
Corinth	Journal			
McComb	Enterprise	E		
MISSOURI				
Aurora	Advertiser	E		
Boonville	News	E		
[fol. 2823]				
Brookfield	Argus	E		
Butler	Democrat	E		
Cameron	News Observer	E		
Cape Girardeau	Southeast Missourian	E		
Carrollton	Democrat	E		
Carthage	Democrat	M		
Carthage	Democrat		S	
Carthage	Press	E		
Chillicothe	Constitution Tribune	E		
Clinton	Democrat	E		
Columbia	Missourian	E		
Columbia	Tribune	E		
Excelsior Springs	Standard	E		
Excelsior Springs	Standard		S	
Fulton	Sun Gasette	E		
Hannibal	Courier Post	E		
Independence	Examiner	E		
Independence	News	E		
Jefferson City	Capital News	M		
Jefferson City	Post Tribune	E		
Jefferson City	Capital News Post Tribune		S	
Joplin	Globe	M		
Joplin	News Herald	E		
Joplin	Globe		S	
Kansas City	Times	M		
Kansas City	Star	E		12/13/20
Kansas City	Sunday Star		S	12/13/20
Kirksville	Express News	E		
Kirksville	Express News		S	
Lamar	Democrat	E		
Lamar	Republican	E		
Lebanon	News	E		

State—City	Name of Paper	Edition	Date Became Subscriber
MISSOURI—(Con'td)			
Lexington	Advertiser News	E	
Macon	Chronicle Herald	E	
Marshall	Democrat News	E	
Maryville	Forum	E	
Mexico	Ledger	E	
Moberly	Monitor Index	E	
Monek	Times	E	
Neosho	Democrat	E	
Nevada	Mail & Post	E	
Poplar Bluffs	American Republican	E	
Rich Hill	Review	E	
Rolla	New Era	E	
St. Charles	Banner News	E	
St. Charles	Cosmos Monitor	E	
St. Joseph	Gazette	M	
St. Joseph	News Press	E	
St. Joseph	News Press	S	
St. Louis	Globe Democrat	M	
St. Louis	Globe Democrat	S	
St. Louis	Post Dispatch	E	
St. Louis	Post Dispatch	S	
St. Louis	Star Times	E	9/27/20
Sedalia	Capital	M	
Sedalia	Democrat	E	
Sedalia	Capital Democrat	S	
Springfield	News	M	4/ 7/40
Springfield	Leader & Press	E	4/ 1/35
[fol. 2824]			
Springfield	News & Leader	S	4/ 7/40
Trenton	Republican Times	E	
Warrensburg	Star Journal	E	
Webb City	Sentinel	E	
West Plains	Quill	E	
Kansas City	Journal	E	
Mexico	News Intelligencer	E	
Mexico	News Intelligencer	S	
MONTANA			
Billings	Gazette	M	
Billings	Gazette	E	
Billings	Gazette	S	
Boseman	Chronicle	M	
Boseman	Chronicle	S	
Butte	Montana Standard	M	
Butte	Montana Post	E	
Butte	Montana Standard	S	
Great Falls	Tribune	M	
Great Falls	Leader	E	
Great Falls	Tribune	S	
Havre	News	E	
Havre	News	S	
Helena	Independent	M	
Helena	Independent	S	
Helena	Record Herald	E	
Kalispell	Inter Lake	E	
Lewistown	Democrat News	M	
Lewistown	Telegram	E	
Lewistown	Democrat News	S	
Livingston	Enterprise	E	
Livingston	Enterprise	S	

State—City	Name of Paper	Edition	Date Became Subscriber
Miles City	Star	E	
Miles City	Star	S	
Missoula	Missoulian	M	
Missoula	Sentinel	E	
Missoula	Missoulian	S	
NEBRASKA			
Beatrice	Sun	E	
Beatrice	Sun	S	
Freemont	Guide	M	
Freemont	Tribune	E	
Columbus	Telegram	E	
Falls City	Journal	E	
Grand Island	Independent	E	
Hastings	Spotlight	M	
Hastings	Tribune	E	
Holderidge	Citisen	E	
Kearney	Hub	E	
Lincoln	Journal	M	
Lincoln	Journal	E	
Lincoln	Journal & Star	S	6/12/20
Lincoln	Star	E	1/ 2/22
McCook	Gazette	E	
Nebraska City	News Press	E	
Nebraska City	News Press	S	
Norfolk	News	E	
North Platte	Bulletin	M	
North Platte	Telegraph	E	

[fol. 2825]

NEBRASKA			
Omaha	World Herald	M	9/28/37
Omaha	World Herald	E	9/28/37
Omaha	World Herald	S	
Plattsmouth	Journal	E	
Scottsbluff	Star Herald	M	
Scottsbluff	Star Herald	S	
York	News Times	E	
NEVADA			
Carson City	Appeal	E	
Elko	Free Press	E	
Ely	Times	E	
Las Vegas	Review Journal	E	
Reno	Nevada State Journal	M	
Reno	Gazette	E	
Reno	Nevada State Journal	S	
Tonapah	Times Bonanza	E	
Winnemucca	Humboldt Star	E	
NEW HAMPSHIRE			
Claremont	Eagle	E	
Concord	Monitor & New Hampshire Patriot	E	
Dover	Fosters Democrat	E	
Keane	Sentinel	E	
Laconia	Citisen	E	
Manchester	Union	M	
Manchester	Leader	E	
Nassau	Telegraph	E	
Portsmouth	Herald	E	

State—City	Name of Paper	Edition	Date Became Subscriber
NEW JERSEY			
Asbury Park	Press	E	
Asbury Park	Shore Press	S	
Atlantic City	Press	M	
Atlantic City	Union	E	
Atlantic City	Sunday Press	S	
Atlantic City	World	E	
Bayonne	Times	E	3/29/18
Bridgeton	News	E	
Camden	Post	M	
Camden	Courier	E	1/ 1/21
Elizabeth	Journal	E	
Hackensack	Bergen Evening Record	E	
Hoboken	Jersey Observer	E	8/11/23
Jersey City	Jersey Journal	E	
Lakewood	Times	E	
Long Branch	Record	E	
Millville	Republican	E	
Morristown	Record	E	
Newark	Call	S	
Newark	News	E	
Newark	Star Ledger	M	
Newark	Star Ledger	S	
New Brunswick	Home News	E	
New Brunswick	Sunday Times	S	
Passaic	Herald News	E	4/1/32
Paterson	Call	M	
Paterson	News	E	
Ocean City	Sentinel Ledger	E	
[fol. 2826]			
Perth Amboy	News	E	
Plainfield	Courier News	E	
Red Bank	Standard	E	
Trenton	State Gazette	M	
Trenton	Times	E	7/ 5/37
Trenton	Times Advertiser	S	
Union City	Hudson Dispatch	M	
Vineland	Times	E	
Vineland	Journal	E	
Woodbury	Times	E	
NEW MEXICO			
Albuquerque	Journal	M	6/ 1/36
Albuquerque	Journal	S	6/ 1/36
Albuquerque	Tribune	E	6/ 1/36
Carlsbad	Current Argus	E	
Carlsbad	Current Argus	S	
Clovis	News Journal	E	
Clovis	News Journal	S	
Gallup	Independent	E	
Hobbs	News & Sun	E	
Hobbs	News & Sun	S	
Las Cruses	Sun News	E	
Las Cruses	Sun News	S	
Las Vegas	Optic	E	
Portales	News	E	
Raton	Range	E	
Roseville	Dispatch	M	
Roseville	Dispatch	S	
Roseville	Record	E	

State—City	Name of Paper	Edition	Date Became Subscriber
Roseville	Record	S	
Santa Fe	New Mexican	E	
Silver City	Press & Independent	E	
Tucumcari	News	E	
NEW YORK			
Albany	Knickerbocker News	E	1/ 3/38
Albany	Times Union	M	
Albany	Times Union	S	
Amsterdam	Recorder & Democrat	E	
Auburn	Citizen Advertiser	E	
Batavia	News	E	
Beacon	News	E	
Binghamton	Press	E	2/ 3/36
Binghamton	Sun	M	
Buffalo	Courier Express	M	3/ 2/29
Buffalo	Courier Express	S	
Buffalo	News	E	
Canandaigua	Messenger	E	
Catskill	Mail	E	
Cohoes	American	E	3/29/20
Corning	Leader	E	
Cortland	Standard	E	
Dansville	Breeze	E	
Dunkirk	Observer	E	
Elmira	Star Gazette	E	
Elmira	Advertiser	M	
Elmira	Sunday Telegram	S	
Endicott	Bulletin	E	5/19/41
Geneva	Times	E	
Glens Falls	Post Star	M	
Glens Falls	Times	E	
{fol. 2827}			
Gloversville-Johnstown	Herald	M	
Gloversville-Johnstown	Leader Republican	E	
Hempstead	Nassua Review Star	E	
Hempstead	News Day	E	
Herkimer	Telegram	E	
Hornell	Tribune	E	
Hudson	Star	M	
Hudson	Register	E	
Ithaca	Journal	E	
Jamestown	Post Journal	E	
Kingston	Freeman	E	
Kingston	Leader	M	
Little Falls	Times	E	
Lockport	Union, Sun & Journal	E	
Malone	Telegram	E	
Mamaroneck	Times	E	
Medina	Journal Register	E	
Middletown	Times Herald	E	
Monticello	News		
Mount Vernon	Argus	E	
Newburgh	News	E	
New Rochelle	Standard Star	E	
Bronx Boro	Home News	E	
Bronx Boro	Home News	S	
Brooklyn Boro	Citizen	E	
Brooklyn Boro	Eagle	E	

State—City	Name of Paper	Edition	Date Became Subscriber
NEW YORK—(Con'td)			
Brooklyn Boro	Eagle	S	
New York City	Herald Tribune	M	
New York City	Herald Tribune	S	
New York City	Journal American	E	
New York City	Journal American	S	
New York City	Mirror	M	6/19/24
New York City	Mirror	S	
New York City	News	M	
New York City	News	S	
New York City	Post	(Saturday evening)	
New York City	Post	E	
New York City	Sun	E	
New York City	Times	M	
New York City	Times	S	
New York City	World-Telegram	E	
Queens Boro-Jamaica	Long Island Press	E (Saturday)	
Jamaica	Queens Evening News	E	
Long Island City	Long Is. Star Journal	E	
Ridgewood	Long Is. Advocate	E	
Staten Island	Advance	E	6/10/21
Niagara Falls	Gazette	E	
New York City	Journal of Commerce	M	
New York City	Morning Telegraph	M	
New York City	Morning Telegraph	S	
New York City	PM	E	
New York City	PM	S	
New York City	Wall St. Journal	M	
North Tonawanda	News	E	
Norwich	Sun	E	
Nyack	Journal News	E	1/ 1/34
Ogdensburg	Journal	E	

[fol. 2828]

Ogdensburg	Advance News	S	
Olean	Times Herald	E	
Oneida	Dispatch	E	
Oneonta	Star	M	
Ossining	Citizen Register	E	
Oswego	Palladium Times	E	
Peekskill	Star	E	
Plattsburg	Press	M	
Plattsburg	Republican	M	
Port Chester	Item	E	
Port Jarvis	Union Gazette	E	
Poughkeepsie	Eagle News	M	
Poughkeepsie	New Yorker	E	
Poughkeepsie	Hudson Valley Sunday Courier	S	
Rochester	Democrat & Chronicle	M	11/29/37
Rochester	Times Union	E	11/29/37
Rochester	Democrat & Chronicle	S	11/29/37
Rome	Sentinel	E	
Salamanca	Republican Press	E	
Saranac Lake	Adirondack Enterprise	E	
Saratoga Springs	Saratogian	E	
Saugerties	Post	E	
Schenectady	Gazette	M	
Schenectady	Union Star	E	
Syracuse	Herald Journal	E	10/ 2/39
Syracuse	Herald American	S	10/ 2/39

State—City	Name of Paper	Edition	Date Became Subscriber
Syracuse	Post Standard	M	
Syracuse	Post Standard	S	
Tarrytown	News	E	
Troy	Record	M	2/15/37
Troy	Times Record	E	
Troy	Observer & Budget	S	
Utica	Observer Dispatch	E	
Utica	Observer Dispatch	S	
Utica	Press	M	
Watertown	Times	E	
Wellsville	Reporter	E	
White Plains	Reporter Dispatch	E	
Yonkers	Herald Statesman	E	
Yonkers	Record	E	
Yonkers	Record	S	
Yonkers	Times	M	
NORTH CAROLINA			
Asheville	Citizen	M	
Asheville	Times	E	
Asheville	Citizen Times	S	
Burlington	Times News	E	
Charlotte	News	E	
Charlotte	Observer	M	
Charlotte	Observer	S	
Concord	Tribune	M	
Concord	Tribune	S	
Durham	Herald	M	
Durham	Sun	E	
Durham	Herald Sun	S	
Elizabeth City	Advance	E	
[fol. 2829]			
Fayettesville	Observer	E	
Gastonia	Gazette	E	
Greenwood	Index Journal		
Goldsboro	News Argus	E	
Greensboro	News	M	
Greensboro	Record	E	
Greensboro	News	S	
Greenville	News Leader	M	
Greenville	News Leader	S	
Greenville	Reflector	S	
Henderson	Dispatch	E	
Hendersonville	Times News	E	
Hickory	Record	E	
High Point	Enterprise	E	
High Point	Enterprise	S	
Kannapolis	Independent	M	
Kannapolis	Independent	S	
Kinston	Free Press	E	
Lumberton	Robesonian	E	
Morehead	Twin City Times	E	
New Bern	Sun Journal	M	
New Bern	Sun Journal	E	
Raleigh	News & Observer	M	
Raleigh	News & Observer	S	
Raleigh	Times	E	
Reidsville	Review	E	
Rocky Mount	Telegram	E	
Salisbury	Post	E	

State—City	Name of Paper	Edition	Date Became Subscriber
NORTH CAROLINA—(Con'td)			
Salisbury	Post	S	
Shelby	Star	E	
Statesville	Daily	E	
Statesville	Record	E	
Tarboro	Southerner	E	
Washington	News	E	
Wilmington	Star	M	
Wilmington	News	E	
Wilmington	Star News	S	
Wilson	Times	E	
Winston Salem	Journal	M	
Winston Salem	Twin City Sentinel	E	
Winston Salem	Journal Sentinel	S	
Pinehurst	Outlook	M	
Pinehurst	Outlook	S	
NORTH DAKOTA			
Bismarck	Tribune	E	
Devils Lake	Journal	E	
Dickinson	Press	M	
Fargo	Forum	M	
Fargo	Forum	E	
Fargo	Forum	S	
Grand Forks	Herald	M	
Grand Forks	Herald	E	
Grand Forks	Herald	S	
Jamestown	Sun	E	
Mandan	Pioneer	E	
Minot	News & Optic Reporter	E	
Valley City	Times Record	E	
Williston	Herald	E	
[fol. 2830]			
OHIO			
Akron	Beacon Journal	E	5/ 5/19
Akron	Beacon Journal	S	
Alliance	Review	E	
Ashland	Times Gazette	E	
Ashtabula	Star Beacon	E	
Athens	Messenger	E	
Athens	Messenger	S	
Bellaire	Leader	E	
Bellefontaine	Examiner	E	6/12/16
Belleview	Gazette	E	
Bowling Green	Sentinel Tribune	E	7/ 1/26
Bucyrus	Telegraph Forum	E	
Cambridge	Jeffersonian	E	
Canton	Repository	E	10/ 8/27
Canton	Repository	S	10/ 8/27
Celina	Standard	E	
Chillicothe	News Advertiser	M	
Chillicothe	Gazette	E	
Chillicothe	Ohioan	S	
Cincinnati	Enquirer	M	3/10/21
Cincinnati	Enquirer	S	3/10/21
Cincinnati	Post	E	
Cincinnati	Times Star	E	9/30/18
Circleville	Herald	E	1/ 1/39
Cleveland	News	E	10/10/37
Cleveland	Plain Dealer	M	

State—City	Name of Paper	Edition	Date Became Subscriber
Cleveland	Plain Dealer	S	
Cleveland	Press	E	
Columbus	Citizen	E	
Columbus	Citizen	S	
Columbus	Dispatch	E	10/29/34
Columbus	Dispatch	S	10/29/34
Columbus	Ohio State Journal	M	
Columbus	Star	S wkly Sat.	
Conneaut	News Herald	E	2/24/41
Coshocton	Tribune Times Age	E	
Coshocton	Tribune Times Age	S	
Covington	Stillwater Valley News	E	
Dayton	Journal	M	
Dayton	Herald	E	
Dayton	Journal Herald	S	
Dayton	News	E	
Dayton	News	S	
Defiance	Crescent News	E	8/ 1/32
Delaware	Gazette	E	
Delphos	Herald	E	
Dennison	Paragraph	E	
Dover	Reporter	E	4/15/31
E. Liverpool	Review	E	
E. Palestine	Leader	E	
Elyria	Chronicle Telegram	E	
Findlay	Republican Courier	M	6/19/33
Fostoria	Review	E	
Fostoria	Times	E	2/18/27
Fremont	News Messenger	E	
Galion	Enquirer	E	
Gallipolis	Tribune	E	
Geneva	Free Press	E	
Greenfield	Times	E	
Greenville	Advocate	E	
Hamilton	Journal News	E	
Ironton	News	M	

[fol. 2831]

OHIO

Ironton	Tribune	E	
Ironton	Tribune	S	
Kenton	Democrat	E	
Kerton	News & Republican	E	5/ 5/23
Lancaster	Eagle Gazette	E	
Lima	News	E	7/ 1/37
Lima	News	S	7/ 1/37
Lisbon	Journal	E	8/11/41
Logan	News	E	
Lorain	Journal & Times Herald	E	2/ 1/38
Manchester	Signal	M	
Mansfield	News Journal	E	2/ 1/38
Mansfield	News Journal	S	
Marietta	Times	E	
Marion	Star	E	
Martins Ferry	Times	E	10/ 1/21
Marysville	Tribune	E	
Massillon	Independent	E	
Mechanicsburg	Telegram	E	
Middletown	Journal	E	
Middletown	Sunday News Journal	S	
Mt. Vernon	News	E	

State—City	Name of Paper	Edition	Date Became Subscriber.
OHIO—(Con'td)			
Newark	Advocate	E	
New Philadelphia	Times	E	6/ 1/40
Niles	Times	E	
Norwalk	Reflector Herald	E	
Painesville	Telegraph	E	
Pigna	Call	E	
Portsmouth	Times	E	
Portsmouth	Times	S	
Ravenna	Record	E	
Pomeroy	Tribune Telegraph	E	
Pomeroy	Tribune Telegraph	S	
St. Marys	Leader	E	7/ 1/29
Salem	News	E	
Sandusky	Register Star News	E	
Shelby	Globe	E	10/ 1/35
Sidney	News	E	2/ 2/19
Springfield	Sun	M	
Springfield	News	E	
Springfield	News Sun	S	
Steubenville	Herald Star	E	
Tiffin	Advertiser Tribune	E	
Toronto	Tribune	E	
Toledo	Blade	E	5/ 3/20
Toledo	Times	M	
Toledo	Times	S	
Troy	News	E	
Ulrichsville	Chronicle	E	9/24/24
Upper Sandusky	Chief Union	E	
Urbana	Citizen	E	2 /14/38
Van Wert	Times Bulletin	E	
Wapakoneta	News	E	
Warren	Tribune Chronicle	E	
Washington C. H.	Record Herald	E	
Wellston	Sentinel	E	
Wilmington	News Journal	E	
Wooster	Record	E	5/19/24
Xenia	Gazette	E	
Youngstown	Vindicator & Telegram	E	3/ 9/36
Youngstown	Vindicator & Telegram	S	7/ 6/34
[fol. 2832]			
Zanesville	News	E	8/28/39
Zanesville	News	S	
Zanesville	Times Recorder	M	
Zanesville	Signal	E	
Zanesville	Sunday Times Signal	S	
OKLAHOMA			
Ada	News	E	
Ada	News	S	
Altus	Times Democrat	E	
Altus	Times Democrat	S	
Alva	Review Courier	E	
Alva	Review Courier	S	
Anadarko	News	E	
Anadarko	News	S	
Ardmore	Ardmoreite	E	
Ardmore	Ardmoreite	S	
Bartlesville	Examiner	M	
Bartlesville	Enterprise	E	
Bartlesville	Examiner-Enterprise	S	

State—City	Name of Paper	Edition	Date Became Subscriber
Blackwell	Journal Tribune	E	
Blackwell	Journal Tribune	S	
Bristow	Record	E	
Chickasha	Express	E	
Chickasha	Express	S	
Clinton	News	E	
Clinton	News	S	
Cushing	Citizen	E	
Cushing	Citizen	S	
Duncan	Banner	E	
Duncan	Banner	S	
Durant	Democrat	E	
Durant	Democrat	S	
Elk City	News	E	
Elk City	News	S	
El Reno	Tribune	E	
El Reno	Tribune	S	
Enid	News	M	
Enid	Eagle	E	
Enid	News	S	
Frederick	Leader	E	
Guthrie	Leader	E	
Guthrie	Leader	S	
Henryetta	Free Lance	E	
Henryetta	Free Lance	S	
Hobart	Democrat Chief	E	
Hobart	Democrat Chief	S	
Holdenville	News	E	
Holdenville	News	S	
Hugo	News	E	
Hugo	News	S	
Lawton	Constitution	E	
Lawton	Constitution	S	
Lawton	Press	M	
Lawton	Press	S	
McAlester	News Capital	E	
Miami	News Record	E	
Miami	News Record	S	
Muskogee	Phoenix	M	
Muskogee	Times Democrat	E	
Muskogee	Phoenix	S	
Newkirk	Reporter	E	

[fol. 2833]

OKLAHOMA

Norman	Transcript	E	
Norman	Transcript	S	
Nowata	Star	E	
Nowata	Star	S	
Okemah	Leader	E	
Okemah	Leader	S	
Oklahoma City	Oklahoma	M	
Oklahoma City	Times	E	
Oklahoma City	Oklahoman	S	
Okmulgee	Times	M	
Okmulgee	Times	S	
Pauls Valley	Democrat	E	
Pawhuska	Journal Capital	E	
Pawhuska	Journal Capital	S	
Perry	Journal	E	
Ponca City	News	E	

State—City	Name of Paper	Edition	Date Became Subscriber
OKLAHOMA—(Con'td)			
Ponca City	News	S	
Pryor	Democrat	E	
Sapulpa	Herald	E	
Sayre	Headlight Journal	E	
Seminole	Producer	E	
Seminole	Producer	S	
Shawnee	News	M	
Shawnee	Star	E	
Shawnee	News	S	
Stillwater	News Press	E	
Stillwater	News Press	S	
Sulphur	News	E	
Sulphur	News	S	
Tulsa	World	M	12/31/27
Tulsa	Tribune	E	
Tulsa	World	S	12/31/27
Vinita	Journal	E	
Wewoka	Times Democrat	E	
Wewoka	Times Democrat	S	
Woodward	Press	E	
Drumright	Derrick	E	
Mangum	Star	E	
Mangum	Star	S	
OREGON			
Albany	Democrat Herald	E	
Ashland	Tidings	E	
Astoria	Astorian Budget	E	
Baker	Democrat Herald	E	
Bend	Bulletin	E	
Corvalis	Gazette Times	E	
Eugene	Register Guard	E	
Eugene	Register Guard	S	
Grants Pass	Courier	E	
Klamath Falls	News	M	
Klamath Falls	Herald	E	
Klamath Falls	News	S	
LaGrande	Observer	E	
Marshfield & North Bend	Coos Bay Times	E	
Medford	Mail Tribune	E	
Medford	Mail Tribune	S	
Oregon City	Enterprise	M	
Oregon City	Enterprise	S	
Pendleton	East Oregonian	E	
Portland	Oregonian	M	9/ 3/39

[fol. 2834]

OREGON			
Portland	Oregonian	S	9/ 3/39
Portland	Oregon Journal	E	
Portland	Oregon Journal	S	9/29/34
Roseberg	News Review	E	
Salem	Capital Journal	E	
Salem	Oregon Statesman	M	
Salem	Oregon Statesman	S	
The Dalles	Chronicle	E	
Eugene	News	M	
Eugene	News	E	

State—City	Name of Paper	Edition	Date Became Subscriber
PENNSYLVANIA			
Allentown	Call	M	
Allentown	Chronicle	E	10/ 9/26
Allentown	Call Chronicle	S	
Altoona	Mirror	E	
Altoona	Tribune	M	
Ambridge	Citizen	E	
Ashland	News	E	
Bangor	News	E	
Beaver-Rochester	Times	E	
Beaver Falls & New Brighton	News Tribune	E	
Berwick	Enterprise	E	
Bethlehem	Globe Times	E	4/10/26
Bloomsburg	Press	M	
Bradford	Era	M	
Bradford	Star Record	E	
Bradford	Sunday Herald	S	
Bristol	Courier	E	9/14/18
Brownsville	Telegraph	E	5/ 8/37
Butler	Eagle	E	
Canonsburg	Notes	E	
Carbondale	Leader	E	
Carlisle	Sentinel	E	
Chambersburg	Public Opinion	E	
Charleroi	Mail	E	
Chester	Times	E	8/ 9/26
Clearfield	Progress	E	
Coatesville	Record	E	
Columbia	News	E	
Connellsville	Courier	E	12/ 3/37
Corry	Journal	E	
Danville	News	E	
Donora	Herald American	E	
Doylestown	Intelligencer	E	11/18/37
DuBois	Courier	M	
DuBois	Express	E	
Easton	Express	E	9/18/26
Easton	Free Press	M	
Ellwood City	Ledger	E	
Erie	Dispatch Herald	E	
Erie	Dispatch Herald	S	
Erie	Times	E	2/12/27
Franklin	News Herald	E	
Gettysburg	Times	E	
Greensburg	Review	M	
Greensburg	Tribune	E	
Greenville	Record Argus	E	
Hanover	Sun	E	
Harrisburg	Patriot	M	9/ 4/22
Harrisburg	News	E	7/ 1/18
[fol. 2835]			
Harrisburg	Sunday Courier	S	
Harrisburg	Telegraph	E	
Hazleton	Standard Sentinel	M	
Hazleton	Plain Speaker	E	
Homestead	Messenger	L	
Huntingdon	News	E	
Indiana	Gazette	E	
Jeannette	News Dispatch	E	
Jersey Shore	Herald	E	

State—City	Name of Paper	Edition	Date Became Subscriber
PENNSYLVANIA—(Con'td)			
Johnstown	Democrat	M	7/31/33
Johnstown	Tribune	E	7/31/33
Kane	Republican	E	
Kittening	Simpsons Leader Times	E	
Lancaster	Intelligencer-Journal	M	
Lancaster	New Era	E	
Lancaster	Sunday News	S	10/ 5/35
Lansdale	North Penn Reporter	E	
Lansford	Record	E	
Latrobe	Bulletin	E	
Lebanon	News & Times	E	
Lehighton	Leader	E	
Lewistown	Sentinel	E	1/ 1/20
Lockhaven	Express	E	
McKeesport	News	E	10/16/30
Mahoney City	Record American	E	
Mauch Chunk	Times News	E	
Meadville	Tribune Republican	M	
Meadville	Republican	E	
Mechanicsburg	Local News	E	
Milton	Standard	E	
Monessan	Independent	E	
Monongahela	Republican	E	
Mt. Carmel	Item	E	
Nanticoke	Press	E	
Newcastle	News	E	7/28/19
New Kensington	Dispatch	E	
Norristown	Times Herald	E	
Oil City	Derrick	M	
Oil City	Blizzard	E	
Philadelphia	Bulletin	E	1/15/15
Philadelphia	Inquirer	M	
Philadelphia	Inquirer	S	
Philadelphia	News	E	
Philadelphia	Sunday Dispatch	S	
Philadelphia	Record	M	
Philadelphia	Record	S	
Phillipsburg	Journal	E	8/ 4/30
Phoenixville	Republican	E	
Pittsburg	Post Gazette	M	
Pittsburg	Press	E	
Pittsburg	Press	S	
Pittsburg	Sun Telegraph	E	
Pittsburg	Sun Telegraph	S	
Pittston	Gazette	E	
Pottstown	Mercury	M	
Pottsville	Journal	E	
Pottsville	Republican	E	
Punxsatawney	Spirit	E	3/ 9/39
Reading	Times	M	
Reading	Eagle	E	11/ 1/34
[fol. 2836]			
Reading	Eagle	S	
Renova	Record	E	3/30/18
Ridgway	Record	E	
St. Marys	Press	E	
Sayre	Times	E	
Scranton	Scrantonian	S	1/ 1/39
Scranton	Times	E	6/12/26
Scranton	Tribune	M	1/ 1/39

State—City	Name of Paper	Edition	Date Became Subscriber
Shamokin	News Dispatch	E	
Sharon	Herald	E	
Shenandoah	Herald	E	
Somerset	American	M	
State College-Bellafontaine	Centre Times	E	
Stroudsburg	Record	M	
Sunbury	Daily Item	E	
Susquehanna	Transcript	E	
Tamaqua	Courier	E	
Tarentum	Valley News	E	
Titusville	Herald	M	
Towanda	Review	M	
Tyrone	Herald	E	4/ 1/30
Uniontown	Herald	M	
Uniontown	Standard	E	
Vandergrift	News	E	
Warren	Times Mirror	E	
Washington	Observer	M	
Washington	Reporter	E	
Waynesboro	Record Herald	E	
Waynesburg	Democrat Messenger	M	
Westchester	Local News	E	
Wilkes Barre	Record	M	
Wilkes Barre	Times, Leader, News	E	
Wilkes Barre	Sunday Independent	S	
Williamsport	Gazette & Bulletin	M	
Williamsport	Sun	E	
York	Dispatch	E	
York	Gazette & Daily	M	
Williamsport	Grit	S	
Aliquippa	Gazette	E	
RHODE ISLAND			
Newport	Herald	M	
Newport	News	E	
Pawtucket	Times	E	
Providence	Bulletin	E	11/ 6/36
Providence	Journal	M	11/ 6/36
Providence	Journal	S	11/ 6/36
Westerly	Sun	E	
Westerly	Sun	S	
West Warwick	Pawtucket Valley Times	E	1/ 5/31
Woonsocket	Call	E	
SOUTH CAROLINA			
Anderson	Independent Tribune	M	
Anderson	Independent Tribune	S	
Anderson	Mail	E	
Charleston	News & Courier	M	4/ 3/38
Charleston	News & Courier	S	4/ 3/38

[fol. 2837]

SOUTH CAROLINA			
Charleston	Post	E	4/ 3/38
Columbia	Record	E	
Columbia	State	M	
Columbia	State	S	
Florence	News	M	
Florence	News	S	
Greenville	News	M	
Greenville	News	S	

State—City	Name of Paper	Edition	Date Became Subscriber
SOUTH CAROLINA—(Con'td)			
Greenville	Piedmont	E	10/31/38
Orangeburg	Times & Democrat	M	
Rock Hill	Herald	E	
Spartanburg	Herald	M	
Spartanburg	Journal	E	
Spartanburg	Herald Journal	S	
Sumter	Item	E	
Union	Times	E	
Greenwood	Index Journal	E	
SOUTH DAKOTA			
Aberdeen	American News	M	
Aberdeen	American News	E	
Aberdeen	American News	S	
Belle Fourche	Post	M	
Deadwood	Pioneer Times	M	
Deadwood	Pioneer Times	S	
Hot Springs	Star	E	
Huron	Huronite	E	
Lead	Call	E	
Madison	Leader	E	
Mitchell	Republic	E	
Pierre	Capital Journal	E	
Pierre	Dakotan	E	
Rapid City	Journal	E	
Redfield	Journal Observer	E	
Sioux Falls	Argus Leader	E	
Sioux Falls	Argus Leader	S	
Watertown	Public Opinion	E	
Yankton	Press & Dakotan	E	
TENNESSEE			
Athens	Post Anthenian	E	
Bristol	Herald Courier	M	
Bristol	Herald Courier	S	
Bristol	News Bulletin	E	
Chattanooga	Times	M	
Chattanooga	Times	E	
Chattanooga	Times	S	
Chattanooga	News Free Press	E	7/ 4/36
Chattanooga	News Free Press	S	2/17/36
Clarksville	Leaf Chronicle	E	
Cleveland	Banner	E	
Columbia	Herald	E	
Dyersburg	State Gazette	E	
Elizabethton	Star	E	
Greeneville	Sun	E	
Jackson	Sun	E	
Jackson	Sun	S	
Johnson City	Chronicle	M	
Johnson City	Press	E	
Johnson City	Press Chronicle	S	

[fol. 2838]

TENNESSEE			
Johnson City	Times	M	
Johnson City	Times	S	
Kingsport	Times	E	
Kingsport	Times	S	
Knoxville	Journal	M	
Knoxville	Journal	S	

State—City	Name of Paper	Edition	Date Became Subscriber
Knoxville	News & Sentinel	E	
Knoxville	News & Sentinel	S	
Memphis	Commercial Appeal	M	9/12/19
Memphis	Commercial Appeal	S	
Memphis	Press Scimitar	E	6/30/33
Morristown	Gazette & Mail	E	
Murfreesboro	News Journal	E	
Murfreesboro	News Journal	S	
Nashville	Tennessean	M	5/15/39
Nashville	Banner	E	12/15/37
Nashville	Tennessean	S	5/15/39
Paris	Post Intelligencer	E	
Union City	Messenger	E	
TEXAS			
Abilene	Reporter News	M	
Abilene	Reporter News	E	
Abilene	Reporter News	S	
Amarillo	News	M	
Amarillo	Globe	E	
Amarillo	News & Globe	S	
Amarillo	Times	E	2/16/39
Athens	Review	E	
Austin	Tribune	E	
Austin	Tribune	S	
Austin	American	M	9/ 7/36
Austin	Statesman	E	2/24/36
Austin	American Statesman	S	9/17/36
Bay City	Tribune	E	
Beaumont	Enterprise	M	7/18/21
Beaumont	Journal	E	11/15/34
Beaumont	Enterprise	S	7/18/21
Big Spring	Herald	E	
Big Spring	Herald	S	
Benham	Favorite	E	
Benham	Favorite	S	
Borger	Herald	E	
Borger	Herald	S	
Breckenridge	American	E	
Breckenridge	American	S	
Brenham	Banner Press	E	
Brenham	Banner Press	S	
Brownsville	Herald	E	
Brownsville	Herald	S	
Brownwood	Bulletin	E S	
Bryon	Eagle	E	
Childress	Index	E	
Childress	Index	E S	
Cisco	Press	E	
Cisco	Press	S	
Cleburne	Times Review	E	
Cleburne	Times Review	S	
Commerce	Journal	E	
Commerce	Journal	S	
Corpus Christie	Caller	M	
Corpus Christie	Times	E	
Corpus Christie	Caller Times	S	

[fol. 2839]

Corpus Christie	Chronicle	E	
Corsicana	Sun	E	
Cuero	Record	E	

State—City	Name of Paper	Edition	Date Became Subscriber
TEXAS—(Con'td)			
Cuero	Record	S	
Dalhart	Texas	E	
Dallas	News	M	
Dallas	News	S	
Dallas	Times Herald	E	4/17/29
Dallas	Times Herald	S	12/26/20
Dallas	Journal	E	
Denton	Record Chronicle	E	
Del Rio	News Herald	E	
Gilmer	Mirror		
Center	News	M	
Corsicana	Light	S only	
Denison	Herald	E	
Denison	Herald	S	
Eastland	Telegram	E	
Eastland	Telegram	S	
Edinburg	Valley Review	M	
El Paso	Times	M	5/29/39
El Paso	Times	S	12/17/36
El Paso	Herald Post	E	
Ennis	News	E	
Fort Worth	Press	E	
Fort Worth	Star Telegram	M	
Fort Worth	Star Telegram	E	11/24/91
Fort Worth	Star Telegram	S	
Gainesville	Register	E	
Galveston	News	M	
Galveston	Tribune	E	
Galveston	News	S	
Gladewater	Times Tribune	E	
Gladewater	Times Tribune	S	
Gonzales	Enquirer	E	
Goose Creek	Sun	E	
Graham	Reporter	E	
Greeneville	Banner	E	
Greeneville	Herald	M	
Greeneville	Herald	S	
Harlingen	Valley Morning Sun	M	
Harlingen	Valley Mroning Sun	S	
Henderson	News	E	
Henderson	News	S	
Hillsboro	Mirror	E	
Houston	Chronicle	E	
Houston	Chronicle	S	
Houston	Post	M	
Houston	Post	S	
Houston	Press	E	
Jacksonville	Progress	E	
Kilgore	News Herald	E	
Kilgore	News Herald	S	
Lampassar	Leader	E	
Laredo	Times	E	
Laredo	Times	S	
Longview	Journal	M	
Longview	News	E	
Longview	News Journal	S	
Lubbock	Avalanche	M	
Lubbock	Journal	E	
Lubbock	Avalanche Journal	S	

State—City	Name of Paper	Edition	Date Became Subscriber
[fol. 2840]			
Lufkin	News	E	
Lufkin	News	S	
McAllen	Monitor	E	
McAllen	Monitor	S	
McKinney	Courier Gazette	E	
Martin	Democrat	E	
Marshall	News Messenger	E	
McAllen	Press	E	
McAllen	Press	S	
Marshall	News Messenger	S	
Mart	Herald	E	
Mexia	News	E	
Mexia	News	S	
Midland	Reporter Telegram	E	
Midland	Reporter Telegram	S	
Mineral Wells	Index	E	
Mineral Wells	Index	S	
Mt. Pleasant	Times	E	
Mt. Pleasant	Times	S	
Nacogdoches	Sentinel	E	
Navasota	Examiner	E	
Odessa	American	E	
Odessa	American	S	
Orange	Leader	E	
Orange	Leader	S	
Palestine	Herald Press	E	
Palestine	Herald Press	S	
Pampa	News	E	
Pampa	News	S	
Paris	News	E	
Paris	News	S	
Plainview	Herald	E	
Port Arthur	News	E	2/ 5/37
Port Arthur	News	S	2/ 5/37
Ranger	Times	E	
Ranger	Times	S	
San Angelo	Standard Times	M	
San Angelo	Standard Times	S	
San Angelo	Standard	E	
San Antonio	Express	M	
San Antonio	News	E	
San Antonio	News	S	
San Antonio	Light	E	
San Antonio	Light	S	
San Benito	Light	E	
Sherman	Democrat	E	
Sherman	Democrat	S	
Sulphur Springs	News Telegram	E	
Sulphur Springs	News Telegram	S	
Sweetwater	Reporter	E	
Sweetwater	Reporter	S	
Taylor	Press	E	
Taylor	Press	S	
Temple	Telegram	M	
Temple	Telegram	S	
Terrill	Tribune	E	
Timpson	Times	E	
Tyler	Telegraph	M	
Tyler	Courier Times	E	
Tyler	Courier Times Telegraph	S	
Vernon	Record	E	

State—City	Name of Paper	Edition	Date Became Subscriber
TEXAS—(Con'td)			
Victoria	Advocate	E	
Victoria	Advocate	S	
[fol. 2841]			
Waco	News Tribune	M	
Waco	Times Herald	E	
Waco	Tribune Herald	S	
Waxahachie	Light	E	
Waxahachie	Light	S	
Weatherford	Herald	E	
Wichita Falls	Record News	M	
Wichita Falls	Times	E	1/ 1/34.
Wichita Falls	Times	S	
Yoakum	Herald	E	
Yoakum	Herald	S	
Plainview	Herald	S	
UTAH			
Logan	Herald Journal	E	
Ogden	Standard Examiner	E	
Ogden	Standard Examiner	S	
Provo	Herald	E	
Provo	Herald	S	
Salt Lake City	Deseret News	E	
Salt Lake City	Tribune	M	
Salt Lake City	Telegram	E	8/10/36
Salt Lake City	Tribune	S	
Brigham	Box Elder News Journal	E	
VERMONT			
Barre	Times	E	
Bennington	Banner	E	
Brattleboro	Reformer	E	
Burlington	Free Press	M	
Burlington	News	E	
Montpelier	Argus	E	
Newport	Express	E	
Rutland	Herald	M	
St. Albans	Messenger	E	
St. Johnsbury	Caledonian Record	E	
VIRGINIA			
Alexandria	Gazette	E	
Charlottesville	Progress	E	
Clifton Forge	Review	E	
Covington	Virginian	E	
Danville	Register	M	
Danville	Bee	E	
Danville	Register	S	
Fredericksburg	Free Lance Star	E	
Harrisonburg	News Record	M	
Lynchburg	News	M	
Lynchburg	Advance	E	
Lynchburg	News	S	
Martinsville	Bulletin	E	
Newport News	Press	M	
Newport News	Times Herald	E	
Newport News	Press	S	
Norfolk	Virginia Pilot	M	
Norfolk	Virginia Pilot	S	
Norfolk	Ledger Dispatch	E	

State—City	Name of Paper	Edition	Date Became Subscriber
Petersburg	Progress Index	E	
Petersburg	Progress Index		S
Portsmouth	Star	E	
[fol. 2842]			
Portsmouth	Star		S
Pulaski	Southwest Times	E	
Pulaski	Southwest Times		S
Radford	Star	E	
Richmond	Times Dispatch	M	
Richmond	Times Dispatch		S
Richmond	News Leader	E	
Roanoke	Times	M	
Roanoke	World News	E	
Roanoke	Times		S
Staunton	News Leader	M	
Staunton	Leader	E	
Staunton	News Leader		S
Strasburg	Northern Virginia Daily	M	
Suffolk	News Herald	E	
Waynesboro	News Virginian	E	
Winchester	Star	E	
WASHINGTON			
Aberdeen	World	E	
Anacortes	Mercury	E	
Bellingham	Herald	E	
Bellingham	Herald		S
Bremerton	News Searchlight	E	
Bremerton	Sun	E	
Centralia	Chronicle	E	
Ellensburg	Record	E	
Everett	Herald	E	
Hogniam	Washingtonian	M	
Hogniam	Washingtonian		S
Longview-Kelso	News	E	
Mt. Vernon	Herald	E	
Olympia	Olympian	E	
Olympia	Olympian		S
Port Angeles	News	E	
Seattle	Post Intelligencer	M	
Seattle	Post Intelligencer		S
Seattle	Star	E	
Seattle	Times	E	
Seattle	Times		S
Spokane	Spokesman Review	M	
Spokane	Spokesman Review		S
Spokane	Chronicle	E	
Tacoma	News Tribune	E	
Tacoma	News Tribune		S
Tacoma	Times	E	
Vancouver	Columbian	E	
Walla Walla	Union Bulletin	M	
Walla Walla	Union Bulletin	E	
Walla Walla	Union Bulletin		S
Wenatchee	World	E	
Yakima	Herald	M	
Yakima	Republic	E	
Yakima	Herald		S
WEST VIRGINIA			
Beckley	Post Herald	M	
Beckley	Raleigh Register	E	

State—City	Name of Paper	Edition			Date Became Subscriber
WEST VIRGINIA—(Con'td)					
Beckley	Register			S	
Bluefield	Telegraph	M			
Bluefield	Sunset News		E		
Bluefield	Telegraph			S	
[fol. 2843]					
WEST VIRGINIA					
Charleston	Gazette	M			7/16/33
Charleston	Gazette			S	
Charleston	Mail		E		
Charleston	Mail			S	
Clarksburg	Exponent	M			
Clarksburg	Telegram		E		
Clarksburg	Exponent Telegram			S	
Elkins	Inter-Mountain		E		
Fairmont	Times	M			
Fairmont	West Virginian		E		
Fairmont	Times-West Virginia			S	
Grafton	Sentinel		E		
Hinton	News		E		
Huntington	Herald Dispatch	M			
Huntington	Advertiser		E		
Huntington	Herald Advertiser			S	
Keyser	Mineral News		E		
Logan	Banner		E		
Martinsburg	Journal		E		
Morganstown	Dominion News	M			
Morganstown	Post		E		
Moundsville	Echo		E		
Moundsville	Journal		E		
Parkersburg	News	M			
Parkersburg	Sentinel		E		
Parkersburg	News			S	
Point Pleasant	Register		E		
Weirton	Times		E		
Welch	News		E		
Wellsburg	Herald		E		
Wheeling	Intelligencer	M			
Wheeling	News Register		E		
Wheeling	News Register			S	
Williamson	News		E		
WISCONSIN					
Antigo	Journal		E		
Appleton	Post Crescent		E		
Ashland	Press		E		
Baraboo	News Republic		E		
Beaver Dam	Citizen		E		
Beloit	News		E		
Chippewa Falls	Herald Telegram		E		
Eau Claire	Leader	M			
Eau Claire	Telegram		E		
Eau Claire	Leader			S	
Fond du Lac	Commonwealth Reporter		E		
Fort Atkinson	Fort News		E		
Green Bay	Press Gazette		E		
Janesville	Gazette		E		
Kenosha	News		E		
Berlin	Journal		E		
LaCrosse	Tribune & Leader Press		E		
LaCrosse	Tribune & Leader Press			S	

State—City	Name of Paper	Edition		Date Became Subscriber
Madison	Capital-Times	E		
Madison	Capital Times		S	
Madison	Wisconsin State Journal	E		
Madison	Wisconsin State Journal		S	
[fol. 2844]				
Manitowoc	Herald Times	E		
Marinette	Eagle Star	E		
Marshfield	News Herald	E		
Menasha	Record	E		
Merrill	Herlad	E		
Milwaukee	Journal	E		
Milwaukee	Journal		S	
Milwaukee	Sentinel	M		
Milwaukee	Sentinel		S	
Monroe	Times	E		
Neenah	News Times	E		
Oshkosh	Northwestern	E		
Portage	Register Democrat	E		
Racine	Journal Times	E		
Rhinelander	News	E		
River Falls	Sentinel	E		
Shawona	Leader	E		
Sheboygan	Press	E		
Stevens Point	Journal	E		
Stoughton	Courier Hub	E		
Superior	Telegram	E		
Two Rivers	Reporter	E		
Watertown	Times	E		
Waukesha	Freeman	E		
Wausau	Record Herald	E		
Wisconsin Rapids	Tribune	E		
Milwaukee	Post	E		
WYOMING				
Casper	Tribune Herald	E		
Casper	Tribune Herald		S	
Cheyenne	Eagle	M		
Cheyenne	State Tribune Leader	E		
Cheyenne	State Tribune Leader		S	
Laramie	Bulletin	M		
Laramie	Republican & Boomerang	E		
Laramie	Bulletin		S	
Rawlins	Republican Bulletin	M		
Rock Springs	Rocket	M		
Rock Springs	Sunday Miner		S	
Sheridan	Press	E		
Sheridan	Press		S	
Worland	No. Wyoming News	E		
Lander	Post	E		
PHILIPPINES				
Manila	Bulletin	M		
Manila	Herald	E		
Manila	Tribune	M		
Manila	Tribune		S	

[fol. 2845] DEFENDANTS' EXHIBIT No. 10

International News Service

235 East 45th Street, New York, N. Y.

April 20, 1943.

Foreign Clients as of Sept. 30, 1941

Berlin, Germany, Eher Verlag.
Berlin, Germany, Scherl Verlag.
Berlin, Germany, Reichbank.
Berlin, Germany, Forschungastelle.
Berlin, Germany, Bank of Information.
Berlin, Germany, Swiss Correspondent.
Berlin, Germany, Information Group S.
Breslau, Germany, Schlesische.
Hamburg, Germany, Fremdenblatt.
Hamburg, Germany, Tageblatt.
Hamburg, Germany, Anzeiger.
Leipzig, Germany, Neueste Nachrichten.
Melbourne, Aus. Argus.
Sydney, Aus. Sydney Newspapers.
Buenos Aires, Arg. Critica.
London, Eng. Express & Standard.
Tokyo, Japan, Yomiuri Shimbun.
Tokyo, Japan, Advertiser.
Tokyo, Japan, Hochi.
Kiejo Korea, Japan, Keijo Nippo.
Stockholm, Sweden, Bull's Presstjanst.
Tientsin, China, Star.
Shanghai, China, Tairku Shimpo.
Monterrey, Mexico, El Provenir.
Capetown, So. Africa, Cape Times.
Allahabad, India, Leader.
Buenos Aires, Arg. Herald.
Mexico City, Mexico, Novedades.
Mexico City, Mexico, El Universal.
Havana, Cuba, Post.
Havana, Cuba, Advance.

W.B.G.

[fol. 2846]

DEFENDANT'S EXHIBIT No. 11

6—Location of each office and bureau, domestic and foreign, maintained by International News Service in August, 1942, with the number of employees in each office and bureau, and a description of the duties of each employee.

Domestic Bureaus

New York City, N. Y. (Headquarters Bureau)
Number of employees—92
Duties: 1—Editor-in-Chief
1—Managing Editor
1—Traffic Manager
1—Sales Manager
1—Telegraph Supervisor
4—Salesmen
2—Phone Operators
1—File Clerk
2—Clerk-typists
5—Stenographers
13—Copy Boys
38—Newsmen
18—Printer machine operators
4—Printer machine maintenance men

Albany, New York—total employees 2; duties— 1 Newsman
1 Copy boy

Atlanta, Georgia—total employees 3; duties— 3 Newsmen

Austin, Texas—total employees 4; duties— 3 Newsmen
1 Copy boy

Boston, Mass.—Total employees 9; duties— 8 newsmen
1 printer machine operator

Chicago, Ill.—Total employees 53; duties— 19 newsmen
9 copy boys
24 printer machine operators
1 printer machine maintenance man

Cincinnati, Ohio—Total employees 2; duties— 2 copy boys

Cleveland, Ohio—Total employees 3; duties— 3 newsmen

Columbus, Ohio—Total employees 10; duties— 5 newsmen
3 copy boys
2 printer machine operators

Dallas, Texas—Total employees 3; duties— 2 newsmen
1 copy boy

[fol. 2847]

Domestic Bureaus	Total Employees	Duties
Denver, Colorado	4	4 newsmen
Des Moines, Iowa	2	2 newsmen
Detroit, Michigan	7	3 newsmen 2 copy boys 2 printer machine operators
Harrisburg, Penna.	5	3 newsmen 1 copy boy 2 printer machine operators
Hartford, Connecticut	1	1 newsman
Indianapolis, Ind.	4	3 newsmen 1 copy boy
Kansas City, Mo.	1	1 newsman
Lima, Ohio	2	2 copy boys

Domestic Bureaus	Total Employees	Duties
Los Angeles, Calif.	21	8 newsmen 5 copy boys 8 printer machine operators
Louisville, Kentucky	1	1 newsman
Montgomery, Alabama	1	1 newsman
New Orleans, La.	1	1 newsman
Omaha, Nebraska	3	2 newsmen 1 printer machine operator
Philadelphia, Pa.	8	4 newsmen 2 copy boys 2 printer machine operators
Pittsburgh, Pa.	4	2 newsmen 2 copy boys
Portland, Oregon	3	3 newsmen
Sacramento, Calif.	2	2 newsmen
St. Louis, Mo.	4	3 newsmen 1 copy boy
San Francisco, Calif.	21	11 newsmen 2 copy boys 8 printer machine operators
Seattle, Washington	2	2 newsmen
[fol. 2848]		
Springfield, Illinois	3	2 newsmen 1 copy boy
Washington, D. C.	41	28 newsmen 6 copy boys 7 printer machine operators
Foreign Bureaus		
London, England	18	13 newsmen 4 copy boys 1 clerk
Buenos Aires, Argentina	3	3 newsmen
Rio de Janeiro, Brazil	1	1 newsman
Ankara, Turkey	1	1 newsman
Havana, Cuba	1	1 newsman
Moscow, U. S. S. R.	1	1 newsman

7—Location of each additional foreign office and bureau maintained by International News Service in the period from January 1, 1933, to September 1, 1939, with the number of employees in each

Berlin, Germany	7	5 newsmen 2 copy boys
Paris, France	6	4 newsmen 2 copy boys
Rome, Italy	6	4 newsmen 2 copy boys
Madrid, Spain	1	1 newsman

[fol. 2849] DEFENDANTS' EXHIBIT No. 12

Domestic Clients

Albany Times-Union, Albany, N. Y.
Baltimore News-American, Baltimore, Md.
Binghamton Press, Binghamton, N. Y.
Boston American & Advertiser, Boston, Mass.
Boston Daily Record, Boston, Mass.
Buffalo News, Buffalo, N. Y.
Chicago Herald-American, Chicago, Ill.
Columbus Amer. Ed. Press, Columbus, Ohio.
Columbus Dispatch, Columbus, Ohio.
Davenport Times, Davenport, Ill.
Des Moines Register, Des Moines, Iowa
Detroit Times, Detroit, Mich.
Ft. Wayne Sentinel, Ft. Wayne, Ind.
Indianapolis News, Indianapolis, Ind.
Los Angeles Examiner, Los Angeles, Cal.
Los Angeles Herald, Los Angeles, Cal.
Louisville Times, Louisville, Ky.
McKeesport News, McKeesport, Pa.
Milwaukee News, Milwaukee, Wis.
Minneapolis Journal, Minneapolis, Minn.
Newark Star-Ledger, Newark, N. J.
Oakland Post-Enquirer, Oakland, Cal.
Philadelphia, Bulletin, Phila., Pa.
Philadelphia Inquirer, Phila., Pa.
Philadelphia Daily News, Phila., Pa.
Pittsburgh Sun-Telegraph, Pittsburgh, Pa.
Portland Journal, Portland, Ore.
Quebec Le Soleil, Canada.
Rochester Times-Union, Rochester, N. Y.
Salt Lake City Tribune, Salt Lake City, Utah
San Antonio Light, San Antonio, Texas
San Francisco Bulletin, San Fran., Cal.
San Francisco Central Press, San Fran., Cal.
San Francisco Examiner, San Fran., Cal.
Seattle Post-Intelligencer, Seattle, Wash.
Springfield Republican, Springfield, Mass.
St. Louis Post-Dispatch, St. Louis, Mo.
Toledo Blade, Toledo, Ohio
Toronto Central Press, Canada
Toronto Star, Canada

Washington Times-Herald, Washington, D. C.
Wichita Beacon, Wichita, Kansas
Youngstown Vindicator, Youngstown, O.
Boston Christian Science, Boston, Mass.
Kansas City Journal, Kansas City, Kansas
Knoxville Journal, Knoxville, Tenn.
Cleveland Central Press, Cleveland, O.
Manila TVT Pub. Co., P. I.
Manila Herald, P. I.
New Bedford Standard-Times, New Bedford, Mass.
Trenton Times, Trenton, N. J.
Waukegon Post, Chicago, Ill.
Montreal La Patrie, Canada.

[fol. 2850] Foreign Clients

Bogota Cromos, Bogota, Colombia.
Bogota El Grafico, Bogota, Colombia.
Bogota El Liberal, Bogota, Colombia.
Brisbane Telegraph, Brisbane, Australia.
Caracas Elite, Venezuela.
Havana Bohemia, Cuba.
Havana Cartele., Cuba.
Havana El Pais, Cuba.
Honolulu Advertiser, P. I.
Johannesburg Express, South Africa.
Melbourne Argus, Melbourne Australia.
Mexico City Hoy, Mexico.
Mexico City La Prensa Mexico.
Mexico City Novedades, Mexico.
Mexico City Todo, Mexico.
New Zealand Star.
Rio de Janeiro A. Noite, Brazil.
Santiago Etcilla, Chile.
Santiago Zig Zag, Chile.
Comper Gray, South Africa.
Agence Fulgare, Berlin, Germany.
Keystone, London, England.
Percy Forster, Buenos Aires, Argentina.
S. Yaffa Syndicate, Australia.
Weltbild, Berlin, Germany.
Bogota El Espectado, Bogota, Colombia.
Bulls Pressjanst, Stockholm, Sweden.
Caracas El Tiempo, Venezuela.

Havana El Mundo, Cuba.
Soerabaiasch Handelsbald, Java.
Milan Corriere Della Serra, Italy.
Shanghai Daily News, China.
El Pampero, Buenos Aires, Argentina.
El Sol, Buenos Aires, Argentina.
La Critica, Buenos Aires, Argentina.
Standard, Buenos Aires, Argentina.
La Gaceta, Tucuman, Argentina.
La Manana, Montevideo, Uruguay.
Hokkai Times, Sapporo, Japan.
Asahi, Kokura, Japan.
Mainichi, Osaka, Japan.
Nichi Nich, Manchuokuo, Japan.
Manshu Shimbun, Hsinking, Japan.
Miyako Shimbun, Tokyo, Japan.
Nichi Nichi, Fukuoka, Japan.
Taiwan Hichi Nichi, Taihoku Japan.
Nichi Nich, Tokyo, Japan.
Yomiuri Shimbun, Tokyo, Japan.
Tairiku Shimpo, Shanghai, China.
D. Takeshita, Tsingtao, China.
Asabi Shimbun, Nagoya, Japan.
Asahi Shimbun, Osaka, Japan.
Asahi Shimbun, Tokyo, Japan.

[fol. 2851] May 3rd, 1943.

LIST OF CURRENT CLIENTS OF NEWS MATS AND PICTURE PAGE SERVICES

	News Mats	Picture Pages
Alabama:		
Birmingham, News and Age Herald	x	
Montgomery, Journal and Times	x	
Talladega, News	x	
Mobile, Press Register	x	
Geneva, County Reaper	x	
Anniston, Times	x	
Athens, Limestone Democrat	x	
Alaska:		
Juneau, Empire	x	

	News Mats	Picture Pages
Arizona:		
Phoenix, Gazette	x	
Kingman, Army Air Forces	x	
Tucson, Citizen	x	
Arkansas:		
Hot Springs, Record Sentinel News	x	
Little Rock, Democrat	x	
Jonesboro, Sun	x	
Eldorado, Times	x	
Mena, Star	x	
Springdale, News	x	
California:		
Berkeley, Gazette	x	
Burbank, Review	x	
Burlingame, Advance	x	
Chico, Record	x	
Inglewood, News	x	
Martinez, Contra Costa Gazette	x	
Richmond, Independent	x	x
Vallejo, Times Herald	x	x
San Diego, Union Tribune	x	x
Sacramento, Union	x	
Brawley, News	x	
Oakland, Post Enquirer	x	
San Francisco, L'Italia	x	
Paso Robles, Press Advertiser	x	
San Francisco, Chinese Times	x	
San Mateo, Times	x	
Cunard, Courier	x	x
Los Angeles, La Opinion	x	x
Eureka, Humboldt Standard	x	x
Long Beach, Press Telegram	x	
Santa Rosa, Press Democrat	x	
[fol. 2852]		
Santa Maria, Courier	x	
Whittier, Reporter	x	
Yuba City, Independent Farmer	x	
Riverside, News Advertiser	x	

	News Mats	Picture Pages
Tulare, Bee	x	
Pasadena, Star News		x
East Los Angeles, Gazette	x	x
San Bernardino, Sun		x
Colusa, Times	x	
Hollister, Free Lance	x	
Long Beach, Independent	x	
Orland, Unit	x	
San Leandro, News	x	
San Francisco, Novaya Zanya	x	
Santa Maria, Free Advertiser	x	
Yreka, News	x	
Oroville, Mercury Register	x	
Pittsburgh, Dispatch	x	
Red Bluff, News	x	
San Rafael, Independent	x	
Turlock, Journal	x	
Hanford, Sentinel Journal	x	
Wilmington, Journal	x	
Colorado:		
Pueblo, Chieftain	x	
Loveland, Reporter Herald	x	
Canon City, Record	x	
Denver, Post	x	
Denver, Catholic Register	x	
Connecticut:		
Ansonia, Sentinel	x	
Meriden, Record	x	
Norwich, Bulletin Record	x	
Bristol, Press	x	
New London, Day	x	
Bridgeport, Post Telegram	x	
Hartford, Times	x	x
New Britain, Herald	x	x
Middletown, Press	x	
Winsted, Citizen	x	
Naugatuck, News	x	x
Willimantic, Chronicle	x	
Putnam, Patriot	x	
New Haven, Register		x

	News Mats	Picture Pages
Delaware:		
Wilmington, Star	x	
[fol. 2853] **Florida:**		
Orlando, Sentinel	x	
St. Petersburg, Times	x	
West Palm Beach, Post Times	x	
Miami Beach, Tropics	x	
Tampa, Tribune	x	
Sanford, Herald	x	
Tampa, News	x	
Live Oak, Suwanee Democrat	x	
Jacksonville, Times Union	x	
Quincy, Gadsden County Times	x	
Marianna, Jackson County Floridan	x	
Tampa, La Traduccion (Spanish)	x	
Georgia:		
Americus, Times Recorder	x	
Columbus, Ledger Enquirer	x	
La Grange, News	x	
Newnan, Times	x	
Americus, Tri County News	x	
Atlanta, World	x	
Fitzgerald, Herald	x	
Cedartown, Standard	x	
Atlanta, Journal		x
Macon, Telegraph News		x
Illinois:		
Carbondale, Free Press	x	
Belleville, News and Democrat	x	
Belvidere, Republican	x	
Champaign, News Gazette	x	
Chicago, Daily Svornost	x	
Danville, Commercial News	x	
El Dorado, Journal	x	
Moline, Dispatch	x	x
Mt. Carmel, Republican Register	x	
Paris, Beacon News	x	
Rockford, Register Republic	x	

	News Mats	Picture Pages
Kankakee, Republican News	x	
Canton, Ledger	x	
Oakland, Coles County Ledger	x	
Chicago, Bohemian Narod	x	x
Pekin, Times	x	x
Beardstown, Star	x	
Benton, News	x	
Charleston, Courier	x	
Robinson, News	x	
Litchfield, News Herald	x	
Savanna, Times Journal	x	
Chicago, Jewish Courier	x	
Lawrenceville, Record	x	
Granite City, Press	x	
Chicago, Abendpost	x	
Chicago, Polish Daily News	x	x
Peoria, Journal Transcript	x	
Anna, The Talk	x	
Des Plaines, Journal	x	
Salem, Republican	x	
Chester, Herald Tribune	x	
[fol. 2854] Indiana:		
Bluffton, News Banner	x	
Hammond, Lake County Times	x	x
Lafayette, Journal Courier	x	
Michigan City, News Dispatch	x	
Muncie, Star	x	x
New Castle, Times	x	
Richmond, Palladium Item	x	
Terre Haute, Tribune Star	x	
Valparaiso, Messenger	x	
Logansport, Press	x	
Washington, Democrat	x	
Shelbyville, Democrat	x	
South Bend, Tribune	x	
Noblesville, Morning Times	x	
Fort Wayne, Journal Gazette	x	
New Albany, Sentinel	x	
Mt. Vernon, Democrat	x	
Bicknell, News	x	
Brazil, Times	x	x

	News Mats	Picture Pages
Indiana—(Continued)		
Clinton, Clintonian	x	
Decatur, Democrat	x	
Logansport, Pharos Tribune	x	
Sullivan, Times	x	
Warsaw, Times	x	
Hartford City, Times	x	
Monticello, Journal	x	
Bloomington, Telephone	x	
Auburn, Star	x	
Elwood, Call Leader	x	
Greensburg, News	x	
Princeton, Clarion News	x	
Tipton, Tribune	x	
Union City, Times Gazette	x	
Winchester, News	x	
Evansville, Courier	x	
Hobart, Gazette	x	
Angola, Herald	x	
Williamsport, News Republican	x	
Greentown, Howard County News	x	
La Fontaine, Herald	x	
Aurora, Journal	x	
Iowa:		
Cedar Rapids, Gazette	x	
Centerville, Iowegian Citizen	x	
Davenport, Democrat	x	
Boone, News Republican	x	
Keokuk, Daily Gate City	x	x
Mason City, Globe Gazette	x	
Ottumwa, Courier	x	
Clinton, Herald	x	
Iowa City, Iowan	x	
Mt. Pleasant, News	x	
Oelwein, Register	x	
Atlantic, News Telegraph	x	
Nevada, Journal	x	
Oskaloosa, Herald	x	
Washington, Journal	x	
Fairfield, Ledger	x	

	News Mats	Picture Pages
Cedar Falls, Record	x	
Emmetsburg, Reporter	x	
[fol. 2855] Kansas:		
Topeka, State Journal	x	
Russell, Record	x	
Goodland, News Republic	x	
Iola, Allen County News Journal	x	
Kentucky:		
Paris, Enterprise	x	
Elizabethtown, Hardin County Enterprise	x	
Somerset, Journal	x	
Danville, Advocate Messenger	x	
Hopkinsville, New Era	x	x
Winchester, Sun	x	
Mayfield, Messenger	x	
Louisa, Big Sandy News	x	
Louisville, Banner	x	
Irvington, Herald	x	
Morganfield, Advocate	x	
Sturgis, News	x	
Ashland, Independent		x
Louisiana:		
New Orleans, Times Picayune States	x	x
Shreveport, Times	x	
Maine:		
Bangor, Commercial	x	x
Lewiston, Sun Journal	x	
Bath, Times	x	
Lewiston, Le Massager	x	
Portland, Press Herald		x
Maryland:		
Cumberland, News	x	
Hagerstown, Herald Mail	x	
Baltimore, Correspondent	x	

	News Mats	Picture Pages
Maryland—(Continued)		
Elkton, Cecil Whig	x	
Silver Springs, Post	x	
Salisbury, Advertiser	x	
Massachusetts:		
Beverly Times	x	
Brockton, Enterprise & Times	x	x
Clinton, Item	x	
Framingham, News	x	x
Haverhill, Record	x	
Lawrence, Eagle Tribune	x	
Leominster, Enterprise	x	
Revere, Journal	x	
Newburyport, Daily News	x	
Lynn, Telegram	x	
Everett, News	x	
[fol. 2856] Woburn, Times	x	
Gloucester, Times	x	
Greenfield, Recorder	x	
New Bedford, Diario de Noticias	x	
Southbridge, News	x	
South Boston, Courier Codzienny	x	
Chelsea, Record	x	
Lowell, L'Etoile	x	
Springfield, News	x	
Springfield, Republican	x	
Michigan:		
Big Rapids Pioneer	x	
Holland Sentinel	x	
Coldwater Reporter	x	
Albion, Recorder	x	
Ann Arbor, News	x	x
Bay City, Times	x	x
Cadillac, News	x	
Sheboygan, Tribune	x	
Flint, Journal	x	x
Grand Haven, Tribune	x	
Grand Rapids, Press	x	x
Jackson, Citizen Patriot	x	

	News Mats	Picture Pages
Kalamazoo, Gazette	x	x
Manistee, News Advocate	x	
Marshall, Evening Chronicle	x	
Muskegon, Chronicle	x	x
Petoskey, News	x	
Royal Oak, Tribune	x	
St. Joseph, Herald Press	x	x
Saginaw, News	x	
South Haven, Tribune	x	
Ypsilanti, Press	x	
Traverse City, Record	x	x
Greenville, News	x	
Ludington, News	x	
Owosso, Argus Press	x	
Detroit, Polish News	x	x
Bad Axe, Huron News	x	
Ithaca, Herald	x	
St. Johns, Republican News	x	
Grosse Point Farms, News	x	
Mt. Pleasant, Times News	x	
Howell, Livingston County Press	x	
Minnesota:		
International Falls, Journal	x	
Mankato, Free Press & Review	x	
Winona, Republican Herald	x	
Red Wing, Republican Eagle	x	
Blue Earth, Register	x	
[fol. 2857] Tracy, Headlight Printing Co.	x	
So. St. Paul, Reporter	x	x
Virginia, Range Facts	x	
Willmar, Tribune	x	
Minneapolis, Times	x	
New York Mills, Northwestern Pub. Co.	x	
Marshall, Messenger	x	
Mississippi:		
Tupelo, News	x	
Vicksburg, Herald Post	x	x
Jackson, Clarion Ledger	x	
West Point, Times	x	

	New Mats	Pages Picture
Mississippi—(Continued)		
Hazelhurst, Cepiah County News	x	
Pescagoula, Chronicle Star	x	
Missouri:		
Columbia, Tribune	x	
Macon, Chronicle Herald	x	
St. Louis, Star Times	x	
Boonville, Record Missourian	x	
Sedalia, Times	x	
Salem, Post	x	
Dixon, Pilot	x	
Montana:		
Butte, Standard	x	x
Great Falls, Tribune	x	
Miles City, Star	x	x
Kalispell, Interlake	x	
Nebraska:		
Holdredge, Citizen	x	
Lincoln, Star	x	
Beatrice Times	x	
Wahoo, Democrat	x	
[fol. 2858] Nevada:		
Reno, State Journal	x	
New Hampshire:		
Portsmouth, Herald	x	
Manchester, L'Avenir National	x	
Laconia, News & Critic	x	
Berlin, Reporter	x	
New Jersey:		
Camden, Courier Post	x	
Paterson, Call	x	
Plainfield, Courier News	x	
Woodbury, Times	x	
Trenton, Times	x	

	News Mats	Picture Pages
Hoboken, Observer	x	x
Bridgeton, News	x	
Passaic, Eagle	x	
Atlantic City, World	x	
Long Beach, Record	x	
Clifton, Times	x	
Red Bank, Standard	x	
Flemington, Hunterdon Republican	x	
Perth Amboy, News		x
New Mexico:		
Silver City, Press	x	
Albuquerque, Journal	x	
Clayton, News	x	
Tucumcari, American	x	
North Dakota:		
Bismarck, Capital	x	
[fol. 2859] New York:		
Brooklyn, Citizen	x	x
Buffalo, Courier Express	x	x
Cortland, Standard	x	x
Cohoes, American	x	x
Endicott, Bulletin	x	x
Glens Falls, Post Star & Times	x	
Herkimer, Telegram	x	
Jamaica, Press	x	
Long Island City, Star	x	
Middletown, Times Herald	x	
New York, Greek Atlantis	x	
Norwich, Sun	x	
Nyack, Journal	x	x
Peekskill, Star	x	
Schenectady, Gazette	x	x
Staten Island, Advance	x	
Mamaroneck, Times	x	
Oneida, Dispatch	x	
Olean, Times Herald	x	
Gloversville, Leader Republican	x	x
Elmira, Star Gazette	x	x

New York—(Continued)	News Mats	Picture Pages
New York City, Federated Press	x	x
New York City, Staats Zeitung Herold	x	
Bronx, Home News	x	
New York City, Il Progresso	x	x
New York City, Jewish Day	x	
New York City, Morning Freheit	x	
New York City, Amerikai Magyar Nepszava	x	
New York City, Jewish Morning Journal	x	
Rockville Center, Review	x	
Rouses Point, North Countryman	x	
Watertown, Times	x	
Catskill, Mail	x	
New York City, Irish World	x	
[fol. 2860] New York City, Hrvatski List	x	
Brooklyn, Finnish Newspapers	x	
New York City, Amerique	x	
New York City, Russky Golos	x	
New York City, Slovak Ameriki	x	
New York City, Chinese American Weekly	x	
New York City, Novoye Russkoye Slovo	x	
Buffalo, Polish Everybody's Daily	x	
Troy, Observer Dispatch	x	
New York City, British Press	x	
Naples, Record	x	
New York City, Jewish Forward	x	x
New York City, Serbian Daily	x	
Rochester, Abendpost	x	
New York City, Enquirer	x	
Calicoon, Democrat	x	
Liberty, Gazette	x	
Ridgewood, Advocate	x	
New York City, Al Hoda	x	
North Tonawanda News	x	
Baldswinville, Messenger Dispatch	x	
Albion, Advertiser	x	
Seneca Falls, Seneca Press Pub. Co.	x	
Utica, Observer Dispatch		x
Ithaca, Journal		x

	News Mats	Picture Pages
Jamaica, Queens County News		x
Syracuse, Herald		x
Malone, Telegram		x
North Carolina:		
Asheville, Citizen Times	x	
Wilmington Star News	x	
Henderson, Dispatch	x	
Annapolis, Independent	x	
Charlotte, Observer	x	x
Lumberton, Robesonian	x	
Durham, Herald Sun	x	
[fol. 2861] Washington, News	x	
Tarboro, Southerner	x	
Lexington, Dispatch	x	
Wilson, Times	x	
Lenore, News Topic	x	
Morehead City, Twin City Daily Times	x	
North Wilkesboro, News World	x	
Oxford, Public Ledger	x	
Mooresville, Enterprise	x	
Newton, Enterprise	x	
Taylorville, Times	x	
Ashboro, Randolph Tribune	x	
Winston Salem, Union Republican	x	
Canton, Enterprise	x	
Waynesville, Mountaineer	x	
Williamston, Enterprise	x	
Clinton, Sampson News	x	
Forest City, Courier	x	
Ohio:		
Alliance, Review	x	
Circleville, Herald	x	
Cleveland, Waecheter & Anzeiger	x	
Conneaut, News Herald	x	
Delphos, Herald	x	
Findley, Republican	x	
Fosteria, Review	x	
Hamilton, Journal News	x	
Ironton, News	x	x

Ohio—(Continued)	News Mats	Picture Pages
Kenton, News & Republican	x	x
Logan, News	x	
Lorain, Journal Times Herald	x	x
Mansfield, News Journal	x	
Massillon, Independent	x	
Painesville, Telegraph	x	
Ravenna, Record	x	
[fol. 2862] Uhrichsville, Chronicle	x	
Urbana, Citizen	x	
Van Wert, Bulletin	x	
Washington Court House, Record Herald	x	
Wilmington, News Journal	x	
Wooster, Record	x	
Youngstown, Vindicator	x	x
Middletown, News Signal	x	
Bucyrus, Telegraph Forum	x	x
Norwalk, Reflector Herald	x	
Cleveland, Szabadsag	x	
Mansfield, News Journal	x	
Dover, Reporter	x	
Jefferson, Gazette	x	
Toledo, Times	x	x
Zanesville, Times Signal & Recorder	x	
Dayton, Herald Journal	x	x
East Liverpool, Review	x	x
Marion, Star	x	x
Steubenville, Herald Star	x	x
Salem, News	x	x
Portsmouth, Times	x	x
Canton, Repository	x	x
Kenton, Democrat	x	
Columbus, Dispatch	x	x
Martin Ferry, Times	x	
Bellaire, Leader	x	
Bellevue, Gazette	x	
Cleveland Jewish World	x	
Greenfield, Times	x	
Gallipolis, Tribune	x	
Jackson, Sun Journal	x	
Upper Sandusky, Chief	x	

	New Mats	Pages Picture
Bellfontaine, Examiner	x	
Cleveland Polish News	x	
Delaware, Gazette	x	
Zanesville, News		x
[fol. 2863] Sidney, News	x	
Marysville, Tribune	x	
Wapakoneta, News	x	
Wellston, Sentinel	x	
Geneva, Press	x	
Cleveland, Plain Dealer	x	x
Bowling Green, Wood County Republican	x	
Hillsboro, Press Gazette	x	
Pomeroy, News Sentinel	x	
Waynesfield, Chronicle	x	
Oklahoma:		
Lawton, Free Press	x	
Holdenville, News	x	
Henryetta, Free Lance	x	
Oklahoma City, Oklahoman	x	x
Tulsa, World	x	x
Woodward, Press	x	
Sapulpa, Herald	x	
Waurika, News Democrat	x	
Oklahoma City, Beacon	x	
Wagoner, Record Democrat	x	
Cordell, Beacon	x	
Oregon:		
Marshfield, Coos Bay Times	x	
Oregon City, Banner Courier	x	
Vorvallis, Benton County Herald	x	
Freewater, Times	x	
Salem, Statesman	x	
[fol. 2864] Pennsylvania:		
Allentown, Call	x	
Ambridge, Citizen	x	
Beaver Falls, News Tribune	x	
Brownsville, Telegraph	x	x
Butler, Eagle	x	

	New Mats	Pages Picture
Pennsylvania—(Continued)		
Canonsburg, Notes	x	
Carlisle, Sentinel	x	
Chester, Times	x	
Connellsville, Courier	x	
DuBois, Courier Express	x	
Elwood, Ledger	x	
Erie, Dispatch Herald	x	
Greensburg, Review Tribune	x	
Harrisburg, Patriot & News	x	x
Johnstown, Tribune & Democrat	x	
Kane, Republican	x	
Kittaning, Times Leader	x	x
Lancaster, Intelligencer & News Journal	x	
Mahanoy, Record American	x	
McKeesport, News	x	
Monongala, Republican	x	
New Kensington, Dispatch	x	
Pottstown, Mercury & News	x	
Reading, Eagle	x	
Scranton, Times	x	x
Shenandoah, Herald	x	
Somerset, Herald	x	
Sunbury, Item	x	
Tarentum, Valley Daily News	x	
Tyrone, Herald	x	
Uniontown, Herald Genius	x	
Vandergrift, News	x	
Washington, Observer Reporter	x	
West Chester, Local News	x	
Wilkes-Barre, Record	x	x
Philadelphia, News	x	
[fol. 2865] Punxsutawney, Spirit	x	
Beaver, Times	x	x
New Castle, News	x	
Donora, Herald American	x	
Pittsburgh, Volksblat un Freeiheits Freund	x	
Titusville, Herald	x	
Altoona, Mirror	x	
Mauck Chunk, Times News	x	

	New Mats	Pages Picture
Lehighton, Leader	x	
Philadelphia, German Gazette	x	
Sayre, Times	x	
Bangor, News	x	
Honesdale, Independent	x	
Lansford, Record	x	
Doylestown, Intelligencer	x	
Bethlehem, Globe	x	
Easton, Free Press	x	
Monessen, News Call	x	
Monessen, Independent	x	
Stroudsburg, Record	x	
Bradford, Era	x	
Latrobe, Bulletin	x	
Columbia, News	x	
Jersey Shore, Herald	x	
Berwick, Enterprise	x	
Lewiston, Sentinel	x	
Corry, Journal	x	
Montgomery, Mirror	x	
Scranton, Scrantonian Tribune	x	x
Scranton, Obrana Press	x	
Aliquippa, Times	x	
Homestead, Messenger	x	x
Braddock, Free Press	x	
Honesdale, Wayne County Citizen	x	
Union City, Times Enterprise	x	
[fol. 2866] Cambridge Springs, Enterprise News	x	
Olyphant, Mid Valley Journal	x	
Lehighton, Press	x	
Patton, Union Press Courier	x	
Smethport, McKean County Miner	x	
Hazleton, Plain Speaker		x
Norristown, Times Herald		x
Philadelphia, Times		x
Rhode Island:		
Providence, Journal Bulletin	x	

	New Mats	Pages Picture
South Carolina:		
Anderson, Independent Tribune	x	x
Orangeburg, Times & Democrat	x	
Spartanburg, Herald Journal	x	
Greenville, News	x	
Gaffney, Ledger	x	
Laurens, Advertiser	x	
Lexington, Dispatch News	x	
Lancaster, News	x	
Greenville, Observer	x	
Newberry, Observer	x	
South Dakota:		
Mitchell, Republican	x	
Hayti, Herald Enterprise	x	
Howard, Miner County Pioneer	x	
Wessington Springs, Republican	x	
[fol. 2867] **Tennessee:**		
Cleveland, Banner	x	
Union City, Messenger	x	
Johnson City, Press Chronicle	x	
Marysville, Enterprise	x	
Greenville, Sun	x	
Morristown, Gazette Mail	x	
Columbia, Maury Democrat	x	
Greenville, Weekly News Bulletin	x	
Nashville, Tennessean		x
Springfield, Herald News	x	
Texas:		
Amarillo, Times	x	
El Paso, El Continental (Spanish)	x	
Gladewater, Times Tribune	x	
Goose Creek, Tri Cities Sun	x	
Jacksonville, Progress	x	
Temple, Telegram	x	
Mt. Pleasant, Times	x	
Orange, Leader	x	
Cuero, Record	x	

	News Mats	Picture Pages
Granger, Massinee	x	
Ft. Worth, Star Telegram	x	x
Gilmer, Mirror	x	
Dallas, Times Herald	x	
Athens, Review	x	
Hillsboro, Mirror	x	
Dalhart, Daily Texan	x	
McKinney, Courier Gazette	x	
San Antonio, La Prensa	x	x
Nacagdoches, Sentinel	x	
West, Cechoslovakia, Pub. Company	x	
Littlefield, County Wide News Argus	x	
Giddings, Giddings News	x	
Bowie, News	x	
Freeport, Facts	x	
Austin, American Statesman		x
[fol. 2868] Utah:		
Salt Lake City, Deseret News	x	
Vermont:		
Burlington, News		x
St. Albany, Daily Messenger		x
Virginia:		
Alexandria, Gazette	x	
Clifton Forge, Review	x	
Fredericksburg, Free Lance Star	x	
Radsford, Evening Star	x	
Charlottesville, Progress	x	
Richmond, Times Dispatch	x	
Norfolk, Ledger Dispatch	x	x
Danville, Register Bee	x	
Roanoke, Times World News	x	x
Staunton, News Leader	x	
Covington, Virginian	x	
Harrisonburg, News Record	x	
Rocky Mount, News Post	x	
Winchester, Star	x	
Emporia, Independent Messenger	x	

	News Mats	Picture Pages
West Virginia:		
Clarksburg, Exponent Telegram	x	
Grafton, Sentinel	x	
Fairmont, Times West Virginian	x	
Beckley, Post Herald	x	
Montgomery, Herald	x	
Moundsville, Journal	x	
Parkersburg, News	x	
Wheeling, News Register	x	
Morgantown, Athenaeum	x	
Ripley, Herald	x	
Williamson, The Mingo Republican	x	
[fol. 2869] Kingwood, Preston County Journal	x	
Logan, Democrat	x	
Charleston, Mail		x
Wisconsin:		
Beaver Dam, Citizen	x	
Madison, State Journal	x	
Merrill, Herald	x	
Oshkosh, Northwestern	x	x
Portage, Register Democrat	x	
Two Rivers, Reporter	x	
Ashland, Press	x	
Watertown, Times	x	
Reedsburg, Times Press	x	
Galesville, Republican	x	
Racine, Labor	x	
Shawano, Leader	x	x
Stevens Point, Worzalla Pub. Co.		x
Neenah, News Times	x	
Wyoming:		
Riverton, Press	x	
Canada		
Toronto, Star Newspaper Service	x	x
Montreal, La Patrie	x	
Ottawa, Journal	x	

[fol. 2870] Foreign:

	News Mats	Picture Pages
Antofagasta, Chile, El Mercurio	x	
Buenos Aires, Argentina, Di Presse	x	
Gualeguayphu, Arg., El Argentino	x	
Belo-Horizonte, Brazil, Folha de Minas	x	
Rio de Janeiro, Brazil, Banguarda	x	
Montevideo, Uruguay, La Manana Y El Diario	x	
Bogota, Colombia, La Razon	x	
Bogota, Colombia, Cromos	x	
La Paz, Bolivia, Ultima Hora	x	
Caracas, Venezuela, El Nacional	x	
Caracas, Venezuela, El Universal		x
Lima, Peru, El Comercio	x	
San Pedro Sula, Honduras, El Diario	x	
Guatemala City, Guatemala, El Liberal Prog.	x	
Panama City, Panama, Tribune	x	
Guadelajara, Mexico, El Ocidental	x	
Monterrey, Mexico, El Porvenir	x	
Merida, Yucatan, Mex., Diaria de Yucatan	x	
Torreon, Mexico, El Siglo	x	
Mexico City, Mexico, La Aficion	x	
Monterrey, Mexico, El Sol	x	
Mexico City, Mexico, El Nacional		x
Havana, Cuba, Manana	x	x
Havana, Cuba, El Pueblo	x	
Havana, Cuba, Post	x	
Hamilton, Bermuda, Mid-Ocean News	x	
Reykjavik,, Iceland, Morgunbladid	x	

[fol. 2871] DEFENDANT'S EXHIBIT No. 14

Alfonso Manrique, Bucareli 171, Mexico, D. F.
Louis Hamburg, Apartado 681, Havana, Cuba
Jack Smith, Times, Detroit, Mich.
Terri Altieri, Register, New Haven, Conn.
John Drennan, P. O. Box 143, Mineola, L. I.
Wm. Ochs, News Post, Baltimore, Md.
Tom Dillard, Star-Telegram, Ft. Worth, Texas

Crescent City News Bureau, 722 Union St., New Orleans, La.
Walter Sparks, 239 Western Union Bldg., Atlanta, Ga.
Star Newspaper Service, 80 King Street, Toronto, Canada.
John Savage, World Herald, Omaha, Neb.
Leland Benfer, Sentinel, Milwaukee, Wis.
Hearst Metrotone News, 1540 Broadway, New York City
E. Beauregard, RFD #1, Uncasville, Conn.
Movietone News, 460 West 54 St., New York City
Paul McAllister, Star-Telegram, Ft. Worth, Texas
Wayne Bell, Star-Journal, Minneapolis, Minn.
Frank Lyerla, Times, Detroit, Mich.
Harold Heroux, 310 Symes Bldg., Denver, Colo.
British Combine, 271 Madison Ave., New York City
Montreal Star Newspaper Bureau, Montreal, Canada
Jess Gibson, Chronicle, Houston, Texas
Jim Taylor, 202 Frank Street, Norfolk, Va.
Buffalo Evening News, Buffalo, New York
Bill Trayte, Dispatch, Columbus, Ohio
Ralph Vincent, Journal, Portland, Ore.
Frank Stanfield, Sentinel, Milwaukee, Wis.
Seaf Photo Service, 1273 Hope Street, Springdale, Conn.
Frank Kleeber, Journal, Knoxville, Ky.
W. Blaine Patton, Star, Indianapolis, Ind.

During 1941-32 INP made approximately 4000 individual purchases from several hundred correspondents but the list which we are furnishing above are the ones from which we made repeated purchases at least once a month.

[fol. 2872] DEFENDANTS' EXHIBIT No. 15

April 16, 1943.

Clients for News Mats and Features as of September 30th, 1941

Alabama:

	Features	News Mats
Anniston, Times	x	x
Atmore, Advance	x	x
Bessemer, Tribune Advertiser	x	x
Birmingham, News and Age Herald	x	x

	Features	News Mats
Decatur, Daily	x	
Dothan, Eagle	x	
Eufala, Tribune	x	
Gadsden, Times	x	
Geneva, Geneva County Reaper	x	x
Greenville, Advocate	x	
Mobile, Press Register	x	x
Montgomery, Advertiser	x	x
Selma, Times Journal	x	
Talladega, News	x	x
Tuscaloosa, News	x	
Alaska:		
Juneau, Empire	x	x
Arizona:		
Douglas, Dispatch	x	
Prescott, Courier	x	x
Phoenix, Republic & Gazette	x	x
Tucson, Citizen	x	x
Tucson, Star	x	
[fol. 2873] Arkansas:		
Batesville, Guard	x	
Blytheville, Courier News	x	
Eldorado, Eve. Times News	x	x
Fordyce, Weekly News	x	x
Fort Smith, Times Record	x	
Hope, Star	x	
Hot Springs, Record-Sentinel	x	x
Jonesboro, Sun	x	x
Little Rock, Democrat	x	x
Little Rock, Gazette	x	
Mena, Star	x	x
Pine Bluff, Commercial	x	
Searcy, Citizen	x	
Springdale, News	x	x

	Features	News Mats
California:		
Bakersfield, Californian	x	
Berkeley, Gazette	x	x
Brawley, News	x	x
Burbank, Review	x	x
Burlingame, Advance Star	x	x
Chico, Record	x	x
Dinuba, Sentinel	x	x
East Los Angeles, Gazette		x
Eureka, Standard Times	x	x
Fullerton, News Tribune	x	
Hanford, Sentinel and Journal	x	x
Hollister, Advance	x	
Hollister, Free Lance	x	x
Hollywood, News	x	
Inglewood, News	x	x
Long Beach, Press Telegram	x	
Los Angeles, La Opinion	x	x
Los Angeles, Examiner	x	
Los Angeles, Herald Express	x	
Los Angeles, News	x	
[fol. 2874] Los Angeles, California Daily News	x	x
Martinez, Gazette	x	x
Modesto, Bee	x	
Monterey, Herald	x	
Oakland, Post Enquirer	x	
Orland, Unit		x
Oroville, Mercury-Register	x	x
Pasadena, Star News	x	x
Paso Roubles, Press	x	x
Pittsburg, Dispatch	x	x
Placerville, Mountain Democrat	x	x
Red Bluff, News	x	x
Redding, Record	x	
Richmond, Independent	x	x
Riverside, News Advertiser	x	x
Sacramento, Bee	x	
Sacramento, Union	x	x
San Diego, Union Tribune	x	x

	Features	News Mats
San Francisco, Examiner	x	
San Francisco, Call Bulletin	x	
San Francisco, Chinese Times		x
San Francisco, Novayo Zarya		x
San Francisco, Japanese American News	x	x
San Jose, Mercury Herald	x	
San Bernardino, News		x
San Mateo, Times	x	x
San Rafael, Independent	x	x
Santa Ana, Register	x	
Santa Maria, Courier	x	x
Santa Maria, Free Advertiser		x
Santa Rosa, Press Democrat	x	x
Stockton, Record	x	
Tulare, Bee	x	x
Turlock, Journal	x	x
Vallejo, Times Herald	x	x
Vallejo, News	x	
Whittier, Reporter	x	x
Wilmington, Journal	x	x
[fol. 2875] Watsonville, Register Sun	x	
Woodland, Democrat	x	x
Yreka, Daily News	x	x
Yuba City, Independent Farmer	x	x
Willows, Journal	x	x
Colorado:		
Canon City, Record	x	x
Colorado Springs, Gazette	x	
Denver, Catholic Register		x
Denver, Post	x	x
Denver, American Cattle Producer	x	
Grand Junction, Sentinel	x	
Lamar, News	x	
Loveland, Reporter	x	x
Leadville, Herald Democrat	x	
Pueblo, Journal Chieftain	x	x
Trinidad, Chronicle News	x	

	Features	News Mats
Connecticut:		
Ansonia, Sentinel	x	x
Bridgeport, Herald	x	
Bridgeport, Post Standard	x	x
Bridgeport, Times Farmer	x	
Bristol, Press	x	x
Greenwich, Time	x	
Hartford, Courant	x	
Hartford, Times	x	x
Meriden, Journal	x	
Meriden, Record	x	x
[fol. 2876] Middletown, Press	x	x
Naugatuck, News	x	x
New Britain, Herald	x	
New Haven, Journal Courier	x	
New Haven, Register	x	
New London, Day	x	
Norwalk, Hour	x	
Norwalk, Reflector Herald	x	x
Norwich, Bulletin	x	
Norwich, Record	x	x
South Norwalk, Sentinel	x	
Stamford, Advocate	x	x
Stonington, Mirror Journal	x	
Torrington, Register	x	
Waterbury, Democrat	x	
Waterbury, Republican-American	x	
Wes-port, Herald	x	
Willimantic, Chronicle	x	x
Wilton, Bulletin	x	x
Winsted, Citizen	x	x
Worthington, Globe	x	
Delaware:		
Wilmington, Journal Every Evening	x	
Wilmington, Star	x	x
District of Columbia, Washington, D. C.:		
Washington, N. C. W. C.		x
Washington, Pictorial Intelligence Section		x

	Features	News Mats
Washington, D. C. Post	x	
Washington, D. C. Star	x	
Washington, Times Herald	x	
Washington, Daily News	x	
[fol. 2877] Florida:		
Clearwater, Sun	x	
Daytona Beach, News Journal	x	
Deland, Mirror	x	x
Fort Lauderdale, Times	x	
Fort Pierce, News Tribune	x	
Fort Myers, News Press	x	
Gainesville, Sun	x	
Jacksonville, Journal	x	
Jacksonville, Times Union	x	x
Lake Worth, Leader	x	
Live Oak, Democrat	x	x
Lakeland, Ledger	x	x
Marianna, Jackson County Floridian	x	x
Miami, Herald	x	
Miami, News	x	
Miami Beach, Tropics	x	x
Orlando, Sentinel	x	x
Palm Beach, News	x	x
Pensacola, News Journal	x	
Pensacola, Standard	x	x
Plant City, Courier	x	
Quincy, Times	x	x
St. Augustine, Record	x	
St. Petersburg, Independent	x	
St. Petersburg, Times	x	x
Sanford, Herald	x	x
Sarasota, Herald	x	
Tallahassee, News Democrat	x	
Tampa, Times	x	
Tampa, La Traduccion		x
Tampa, Tribune	x	x
West Palm Beach, Post Times	x	x
Crestview, Oskaloosa News Journal	x	x

	Features	News Mats
[fol. 2878] Georgia:		
Albany, Herald	x	
Americus, Times Recorder	x	x
Americus, Tri County News	x	x
Atlanta, Constitution	x	
Atlanta, Journal	x	x
Atlanta, Salvation Army War Cry	x	
Atlanta, World	x	x
Augusta, Chronicle	x	
Cedartown, Standard Publishing Co.	x	x
Columbus, Ledger Enquirer	x	x
Canton, North Georgia Tribune	x	x
Dalton, Citizen	x	x
Fitzgerald, Herald	x	x
La Grange, News	x	x
Macon, Telegraph News	x	
Macon, Chronicle Herald	x	x
Rome, News Tribune	x	
Savannah, News	x	
Thomasville, Press	x	x
Waycross, Journal Herald	x	
Idaho:		
American Falls, Press	x	x
Boise, Statesman	x	
Lewiston, Tribune	x	
Twin Falls, News	x	
Illinois:		
Alton, Telegraph	x	
Anna, Talk	x	x
Belleville, Star	x	x
Belleville, News Democrat	x	x
Belvidere, Republican	x	x
[fol. 2879] Benton, News	x	x
Bloomington, Pantagraph	x	
Canton, Ledger	x	x
Carbondale, Free Press	x	x
Centralia, Sentinel	x	
Champaign, Urbana, Courier	x	

	Features	News Mats
Champaign, News Gazette	x	x
Charleston, Courier	x	x
Chicago, Child Life Magazine	x	
Chicago, Jewish Courier	x	x
Chicago, Herald American	x	
Chicago, Dziennik Chicagoski	x	
Chicago, Polish Daily News	x	x
Chicago, Polish Daily Zgoda	x	
Chicago, Svornost	x	x
Chicago Skandinava		x
Danville, Commercial News	x	x
Decatur, Herald	x	
Des Plains, Journal	x	x
Dixon, Telegraph	x	
Du Quoin, Call	x	
Eldorado, Journal	x	x
Elgin, Courier	x	
Granite City, Press Record		x
Herrin, Journal	x	
Jacksonville, Journal Courier	x	x
Joliet, Herald News	x	
Kankakee, Republican	x	x
Kewanee, Star Courier	x	
Lawrenceville, Record	x	x
Lincoln, Courier	x	
Litchfield, News Herald	x	x
McComb, Journal	x	
Moline, Dispatch	x	x
Mount Carmel, Register	x	x
Mount Vernon, Register	x	
Oakland, Coles County Ledger	x	x
Ottawa, Republican Times	x	
[fol. 2880] Paris, Beacon News	x	x
Pekin, Times	x	x
Peoria, Journal Transcript	x	x
Peoria, Star	x	
Peru, News Herald	x	x
Robinson, Daily News	x	x
Rockford, Star	x	x
Rock Island, Argus	x	

	Features	News Mats
Illinois—Continued		
Rock Island, Modern Woodmen of America	x	
Salem, Republican	x	x
Savannah, Journal Times	x	x
Springfield, Citizen Tribune	x	
Springfield, State Journal	x	
Springfield, State Register	x	x
Taylorsville, Breeze Courier	x	
Urbana, Courier	x	
Waukegan, News Sun	x	
West Frankfort, American	x	x
Woodstock, Sentinel	x	
Indiana:		
Anderson, Bulletin	x	
Anderson, Herald	x	
Angola, Herald	x	x
Auburn, Star		x
Bedford, Mail	x	x
Bicknell, News	x	x
Bloomington, Telephone	x	x
Bloomington, Star	x	
Bluffton, News	x	x
Brazil, Times	x	x
Clinton, Clintonian	x	x
Crawfordsville, Review	x	
Decatur, Democrat	x	x
[fol. 2881] Dunkirk, News	x	x
Elkhart, Truth	x	
Elwood, Call Leader	x	x
Evansville, Courier Journal	x	x
Evansville, Press	x	
Fort Wayne, Journal Gazette	x	x
Fort Wayne, News Sentinel	x	
Greensburg, News		x
Greentown, News	x	x
Greenwood, Harris Prtg. Co.	x	
Hammond, Times	x	x
Hartford City, News Times	x	x
Huntington, Herald	x	

	Features	News Mats
Indianapolis, News	x	
Indianapolis, Star	x	
Indianapolis, Times	x	
Kokomo, Tribune	x	
Lafayette, Journal Courier	x	x
Logansport, Pharos Tribune	x	x
Logansport, Press	x	x
Marion, Leader Tribune Chronicle	x	
Michigan City, News Dispatch	x	x
Monticello, Herald Mail	x	x
Mount Vernon, Democrat	x	x
Muncie, Press	x	
Muncie, Star	x	x
New Albany, Sentinel	x	x
New Castle, Times	x	x
Noblesville, Times	x	
Portland, Commercial Review	x	x
Portland, News	x	x
Princeton, Clarion News	x	x
Richmond, Item Palladium	x	x
Shelbyville, Democrat & Republican	x	x
South Bend, Tribune	x	x
Sullivan, Times	x	x
Terre Haute, Tribune Star	x	x
[fol. 2882] Tipton, Tribune		x
Union City, Gazette	x	
Valparaiso, Messenger	x	x
Wabash, Plain Dealer	x	
Warsaw, Times	x	x
Washington, Democrat	x	
Washington, Gazette Herald	x	
Williamsport, Review Republican	x	
Winchester, News Democrat	x	x
Iowa:		
Atlantic, News Telegraph	x	x
Boone, News Republican	x	x
Burlington, Hawkeye Gazette	x	
Cedar Falls, Record	x	x
Cedar Rapids, Gazette	x	x
Centerville, Iowegian Citizen	x	x

	Features	News Mats
Iowa—Continued		
Charles City, Press	x	
Clinton, Herald	x	x
Council Bluffs, Non Pareil	x	
Davenport, Democrat	x	x
Davenport, Times	x	
Des Moines, Register Tribune	x	
Dubuque, Telegraph Herald	x	
Dubuque, Catholic Tribune	x	x
Emmetsburg, Reporter	x	x
Estherville, News	x	x
Fairfield, Ledger	x	x
Fort Dodge, Messenger	x	
Iowa City, Daily Iowan	x	x
Keokuk, Daily Gate City	x	x
Lake Mills, Graphic	x	
Marshalltown, Times Republican	x	
[fol. 2883] Mason City, Globe Gazette	x	x
Mount Pleasant, News	x	x
Muscatine, Journal	x	
Nevada, Journal	x	x
Oelwein, Register	x	x
Oskaloosa, Herald	x	
Ottumwa, Courier	x	x
Shenandoah, Sentinel	x	
Sioux City, Journal	x	x
Sioux City, Tribune	x	
Washington, Journal	x	x
Waterloo, Courier	x	
Walcott, Scott County Tribune	x	
Kansas:		
Goodland, News Republic	x	x
Hays, Kansas, News	x	
Hutchinson, News Herald	x	
Independence, Reporter	x	
Iola, News Journal	x	x
Junction City, Kans. Union	x	
Kansas City, Kansan	x	
Parsons, Sun	x	
Phillipsburg, Review	x	x

	Features	News Mats
Russell, Record		x
Topeka, Capital	x	
Topeka, State Journal	x	x
Wichita, Eagle	x	x
Wichita, Beacon	x	
Manhattan, Mercury and Chronicle	x	
Kentucky:		
Ashland, Independent	x	x
Bowling Green, News	x	
[fol. 2884] Bowling Green, Times Journal	x	x
Corbin, Tribune	x	
Danville, Advocate	x	x
Elizabethton, Hardin County Enterprise		x
Frankfort, State Journal	x	
Harlin, Enterprise	x	
Hopkinsville, New Era	x	
Irvington, Herald	x	x
Lexington, Herald	x	
Louisville, Courier Journal & Times	x	
Mayfield, Messenger	x	x
Morganfield, Advocate	x	x
Owensboro, Messenger Inquirer	x	
Paducah, Sun Democrat	x	
Richmond, Register	x	
Sturgis, News	x	x
Winchester, Sun	x	x
Somerset, Journal		x
Louisiana:		
Baton Rouge, State Times	x	
Eunice, New Era	x	x
Lake Charles, American Press	x	
Monroe, News Star World	x	
New Orleans, Item Tribune	x	
New Orleans, Times Picayune States	x	
Shreveport, Journal	x	
Shreveport, Times	x	x

	Features	News Mats
Maine:		
Bangor, Commercial	x	x
Bangor, News	x	
Bath, Times	x	x
Lewiston, Le Messager	x	x
Lewiston, Sun Journal	x	x
[fol. 2885] Portland, Telegram and Press Herald	x	x
Maryland:		
Annapolis, Gazette	x	
Baltimore, News Post	x	
Cumberland, News	x	x
Cumberland, Times	x	
Elkton, Cecil Whig	x	x
Hagerstown, Herald Mail	x	x
Salisbury, Advertiser	x	
Silver Springs, Post	x	x
Towson, Jeffersonian	x	
Pocomoke City, World	x	x
Massachusetts:		
Athol, Daily News		x
Beverly, Times	x	x
Boston, American	x	
Boston, Globe	x	
Boston, Herald Traveler	x	
Boston, Post	x	
Boston, Record	x	
Brockton, Enterprise	x	x
Chelsea, Record	x	
Clinton, Item	x	x
Fall River, Herald News	x	
Fall River, Dispatch	x	
Framingham, News	x	x
Gardner, News	x	
Gloucester, Times	x	x
Greenfield, Recorder Gazette		x
Haverhill, Record	x	x
Holyoke, Transcript	x	
[fol. 2886] Lawrence, Eagle Tribune	x	x

	Features	News Mats
Leominster, Enterprise	x	x
Lowell, Sun	x	
Lowell, E'estoile		x
Lynn, Item	x	
McComb, Enterprise	x	
Middlesboro, Town Crier	x	x
New Bedford, Standard Times	x	
Newburyport, News	x	x
North Adams, Transcript	x	
Pittsfield, Eagle	x	x
Quincy, Patriot Ledger	x	x
Revere, Journal	x	x
South Boston, Kuryer Codzienny		x
Southbridge, News	x	x
Springfield, News	x	x
Springfield, Republican	x	x
Springfield, Union	x	
Wakefield, Item	x	
Webster, Times	x	
Woburn, Times		x
Worcester, Telegram Gazette	x	
Worcester, American Lithuanian Newspapers	x	x
Michigan:		
Adrian, Telegram	x	
Albion, Recorder	x	x
Ann Arbor, News	x	x
Battle Creek, Enquirer News	x	
Bay City, Times	x	x
Benton Harbor, News	x	x
Big Rapids, Pioneer	x	x
Cadillac, News	x	x
Cheboygan, Tribune	x	x
[fol. 2887] Detroit, Free Press	x	
Detroit, Polish Daily News	x	x
Detroit, Times	x	
Escanaba, Press	x	
Flint, Journal	x	x
Grand Haven, Tribune	x	x
Grand Rapids, Herald	x	

	Features	News Mats
Michigan—Continued		
Grand Rapids, Press	x	x
Grosse Pointe Farm, Grosse Point News	x	x
Greenville, News	x	
Grand Ledge, Independent	x	
Hillsdale, News	x	
Holland, Sentinel	x	x
Ithaca, Detroit County Herald	x	x
Jackson, Citizen Patriot	x	x
Kalamazoo, Gazette	x	x
Lansing, State Journal	x	
Ludington, News	x	x
Manistee, News Advocate	x	x
Marquette, Mining Journal	x	
Marshall, Eve. Chronicle	x	x
Monroe, News	x	
Muskegon, Chronicle		x
Mendon, Mendon Pub. Co	x	x
Mount Clemens, Leader Press	x	x
Pontiac, Press	x	
Port Huron, Times Herald	x	
Petoskey, News	x	x
Royal Oak, Tribune	x	x
St. Johns, Republican News	x	x
Saginaw, News	x	x
St. Joseph, Herald Press	x	x
South Haven, Tribune	x	x
Sturgis, Journal	x	
Travers City, Record Eagle	x	x
Ypsilanti, Press	x	x
[fol. 2888] Minnesota:		
Brainerd, Journal Press	x	x
Brainerd, Tribune		x
Crookston, Times	x	x
Duluth, Herald and News Tribune	x	x
Fairmont, Sentinel	x	
Hibbing, Tribune	x	
International Falls, Journal	x	x
Lanesboro, Leader	x	x
Mankato, Free Press	x	x

	Features	News Mats
Marshall, Messenger	x	
Minneapolis, Times Tribune	x	x
Minneapolis, Star Journal	x	
New Ulm, Brown County Journal	x	
New York Mills, Northwestern Pub. Co.	x	x
Red Wing, Republican Eagle	x	x
Rochester, Post Bulletin	x	
Redwood Falls, Gazette	x	x
St. Cloud, Times	x	
St. Paul, Dispatch and Pioneer Press	x	
St. Paul, Daily Voltszeitung		x
Tracy, Headling Prtg Co.	x	x
Virginia, Range Facts	x	x
Willmar, Tribune	x	x
Winona, Republican Herald	x	x
South St. Paul, Reporter	x	
Mississippi:		
Brockhaven Semi-Weekly Leader	x	
Columbus, Commercial Dispatch	x	
Hattiesburg, American	x	
Jackson, Clarion Ledger	x	x
Jackson, News	x	
Meridian, Star	x	
Natchez, Democrat	x	
Pascagoula, Chronicle Star	x	x
[fol. 2889] Tupelo, News	x	x
Vicksburg, Herald Post	x	x
West Point, Times	x	x
Waynesboro, News	x	x
Missouri:		
Booneville, Record Missourian	x	x
Brookfield, Lynn County Gazette	x	x
Carthage, Democrat	x	
Carthage, Press	x	
Columbia, Tribune	x	x
Glasgow, Missourian	x	x
Joplin, Globe and News Herald	x	
Jefferson City, Capital News	x	
Kansas City, Star	x	

	Features	News Mats
Missouri—Continued		
Kansas City, Journal	x	
Marysville, Forum	x	
Neosho, Democrat	x	x
St. Joseph, News Press and Gazette	x	
St. Louis, Globe Democrat	x	
St. Louis, Post Dispatch	x	
St. Louis, Star Times	x	x
Sedalia, Times	x	x
Springfield, Mo. Leader Press	x	
Warrensburg, Star Journal	x	
Montana:		
Billings, Gazette	x	
Bozeman, Chronicle	x	
Butte, Standard	x	x
Butte, Post	x	x
[fol. 2890] Glasgow, Courier	x	x
Great Falls, Leader Tribune	x	x
Helena, Independent	x	
Helena, World	x	x
Helena, Record Herald	x	
Kalispell, Inter Lake	x	x
Miles City, Star	x	x
Missoula, Missoulian	x	
Polson, Flathead Courier	x	x
Nebraska:		
Beatrice, Sun	x	
Grand Island, Independent	x	
Hastings, Spotlight	x	
Hastings, Tribune	x	
Holdredge, Citizen	x	x
Lincoln, Star	x	x
Lincoln, State Journal	x	
Norfolk, Daily News	x	
Omaha, World Herald	x	
Kearney, News	x	x
North Platte, Bulletin	x	x

	Features	News Mats
Nevada:		
Las Vegas, Review Journal	x	
Reno, Gazette	x	
Reno, State Journal	x	x
New Hampshire:		
Berlin, Reporter	x	x
Claremont, Eagle	x	
Laconia, Citizen	x	
[fol. 2891] Manchester, L'Avenir National	x	x
Manchester, Union Leader	x	
Nashua, Telegraph	x	
Portsmouth, Herald	x	x
Rochester, Observer	x	
New Jersey:		
Atlantic City, Jewish World	x	x
Atlantic City, Press Union	x	
Atlantic City, World (colored)	x	x
Asbury Park, Press	x	x
Bayonne, Times	x	
Bridgeton, News	x	x
Camden, Courier Post	x	x
Clifton, Times		x
East Rutherford, Enterprise	x	x
Elizabeth, Journal	x	
Flemington, Hunterdon Republican	x	x
Hackensack, Record	x	
Hoboken, Jersey Observer	x	x
Long Branch, Record	x	x
Morristown, Record	x	
Middlebush, Record	x	x
Newark, News	x	
Newark, Star Ledger	x	
Newark, Sunday Call	x	
New Brunswick, Home News	x	
Passaic, Sunday Eagle	x	x
Passaic, Herald	x	
Paterson, Call	x	x
Paterson, News	x	

	Features	News Mats
New Jersey—Continued		
Perth Amboy, News	x	
Plainfield, Courier News	x	x
Red Bank, Standard	x	
Somerville, Messenger Gazette		x
Trenton, Times	x	x
Tuckerton, Beacon	x	x
[fol. 2892] Union City, Hudson Dispatch	x	
Vineland, Times	x	x
Woodbridge, Woodbridge Pub. Co.	x	
Woodbury, Times	x	x
Penns Grove, Record	x	x
New Mexico:		
Albuquerque, Journal	x	x
Albuquerque, Tribune	x	
Clayton, News	x	x
Clovis, Curry County Times	x	x
Hobbs, News Sun	x	
Las Vegas, Optic	x	
Las Cruces, Sun	x	x
Roswell, Dispatch	x	
Roswell, Record	x	x
Silver City, Press	x	x
Tucumcari, American	x	x
New York:		
Amsterdam, Recorder	x	
Albany, Times Union	x	
Auburn, Press	x	
Baldwinsville, Messenger	x	x
Binghamton, Press	x	
Binghamton, Sun	x	
Brooklyn, Citizen	x	x
Brooklyn, Eagle	x	
Brooklyn, Finnish Paper		x
Brooklyn, Ridgewood Advocate		x
Buffalo, Courier Express	x	x
Buffalo, News	x	

	Features	News Mats
[fol. 2893] Brooklyn, New York, Everybody's Daily	x	x
Calicoon, Sullivan County Democrat	x	x
Catskill, Mail		x
Cohoes, American	x	x
Cortland, Standard	x	x
Dunkirk, Observer	x	
Elmira, Star Gazette	x	x
Endicott, Bulletin	x	x
Glens Falls, Post Star Times	x	x
Gloversville, Leader Republican Herald		x
Hempstead, Newsday	x	x
Herkimer, Telegram	x	x
Horsehead Valley Reporter		x
Ithaca, American Agriculturist	x	
Jamaica, Press	x	x
Jamestown, Post Journal	x	
Kingston, Freeman	x	
Liberty, Gazette		x
Long Island Star	x	x
Mamaroneck, Times	x	x
Mechanicsville, Hudson Valley Times	x	x
Middletown, Times Herald	x	x
Monticello, Sullivan County News	x	x
Mount Vernon, Argus	x	
Mineola, Nassau County Times	x	x
New Rochelle, Standard Star	x	
New York City, Alhoda		x
New York City, American Banker	x	
New York City, Amerikai Magyar Nepszava	x	x
New York City, Amerique		x
New York City, Amsterdam Star News	x	
New York City, Greek Atlantis	x	x
New York City, Bronx Home News	x	x
New York City, Corriere d'America		x
New York City, Enquirer	x	x
New York City, Morning Freiheit		x
New York City, Hrvatski List		x
New York City, Irish World	x	x

	Features	News Mats
New York—Continued		
[fol. 2894] New York City, Jewish Day.		x
New York City, Jewish Forward		x
" Journal American	x	
" Mirror	x	
" Novoya Russkoye S'Lovo		x
" La Prensa	x	
" Il Progresso		x
" Russky Golos		x
" Slovak Amerike		x
" Staats Herold Zeitung	x	
" Villager	x	
" Western Newspaper Union	x	
Niagara Falls, Gazette	x	
North Tonawanda, News	x	x
Nyack, Journal	x	x
Olean, Times Herald	x	
Oneida, Dispatch	x	x
Oneonta, Star	x	
Ossining, Citizen	x	
Peekskill, Star	x	x
Portchester, Item	x	
Poughkeepsie, Courier	x	x
Plattsburgh, Republican	x	x
Rochester, Abendpost		x
Rochester, Times Union	x	
Rockville Center, Daily Review Star	x	x
Rome, New York, Sentinel	x	
Rouses Point, North Countryman	x	x
Schenectady, New York, Gazette	x	x
Schenectady, NY General Electric	x	
Schenectady, Polish Weekly News	x	
Schenectady, Union Star	x	
Seneca Falls, Seneca Press Co.	x	x
Staten Island, Advance	x	x
Syracuse, Herald	x	
Syracuse, Post Standard	x	
[fol. 2895] Tarrytown, New York Daily News	x	

	Features	News Mats
Utica, Observer Dispatch	x	x
Utica, Slowo Polske	x	
Watertown, Times	x	x
Glens Falls, Review	x	
White Plains, Reporter	x	
Whitehall, Times	x	x
Yonkers, Herald Statesman	x	
Yonkers, Times	x	x
North Carolina:		
Ahoskie, County Herald	x	
Asheville, Citizen Times	x	x
Burlington, Times	x	
Canton, Enterprise	x	x
Charlotte, News	x	
Charlotte, Observer	x	x
Charlotte, Mecklenburg Times	x	
Durham, Herald Sun	x	x
Elizabeth City, Advance	x	
Elkins, Tribune	x	
Fayetteville, Observer	x	
Greensboro, News Record	x	
Greenville, Reflector	x	
Henderson Dispatch	x	x
High Point, Enterprise	x	
Jacksonville, News and Views	x	
Kannapolis, Independent	x	x
Kinston, Free Press	x	
Lenoir, News Topics		x
Lexington, Dispatch	x	x
Lumberton, Robesonian	x	x
Mooreville, Enterprise	x	x
Morehead City, Times	x	x
Murfreesboro, News	x	
Mocksville, Enterprise	x	x
[fol. 2896] Newton, News Enterprise	x	x
North Wilkesboro, News World	x	x
Oxford, Public Ledger	x	x
Raleigh, News and Observer	x	
Raleigh, Times	x	
Reidsville, Review	x	

	Features	News Mats
North Carolina—Continued		
Rocky Mount, Eve. Telegram	x	
Roxboro, Courier	x	
Salisbury, Post	x	
Sanford, Herald	x	
Shelby, Cleveland Star	x	
Shelby, Cleveland Times	x	x
Statesville, Daily	x	
Statesville, Record	x	
Tarboro, Southerner	x	x
Taylorsville, Times	x	x
Washington, News	x	x
Waynesville, Mountaineer	x	x
Williamston, Enterprise	x	x
Wilmington, Star News	x	x
Wilson, Star	x	x
Winston. Salem, Journal Sentinel	x	
Winston Salem, Union Republican	x	x
North Dakota:		
Bismarck, Capital	x	x
Fargo, Tribune Forum	x	
Grand Forks, Herald	x	
Jamestown, Sun	x	
Mandan, Pioneer Pub. Co.	x	
Minot, Daily News	x	
Minnewaukan, Benson County Farmer's Press	x	x
[fol. 2897] Ohio:		
Akron, Ohio, Beacon Journal	x	
Alliance Review	x	x
Ashland Times Gazette	x	
Ashtabula Star Beacon	x	
Athens Messenger	x	
Barberton Herald	x	
Bellevue Gazette	x	x
Bowling Green Wood County Republican	x	x
Bucyrus, Telegraph Forum	x	x
Cambridge Jeffersonian	x	
Canton Repository	x	x

	Features	News Mats.
Chillicothe Scioto Gazette	x	x
Cincinnati Enquirer	x	x
Cincinnati Times-Star	x	
Circleville Herald	x	x
Cleveland Jewish World	x	x
Cleveland News	x	
Cleveland Plain Dealer	x	
Cleveland Polish Daily News		x
Cleveland Press	x	
Cleveland Waechter & Anzeiger	x	x
Columbus Citizen	x	
Columbus Dispatch & State Journal	x	
Columbus Sunday Star	x	
Conneaut News Herald	x	x
Celina Standard	x	x
Cheviot Western Hills Press	x	x
Chillicothe Advertiser	x	
Cleveland Good Shepherd		x
Dayton Journal Herald	x	x
Dayton News	x	
Delaware Gazette	x	x
Delphos Herald	x	x
Deshler Flag	x	
Dover Reporter	x	x
[fol.2898] East Liverpool Review Tribune	x	x
Findley Courier Republican	x	x
Fostoria Review	x	x
Fostoria Times	x	
Fremont Messenger	x	
Gallipolis Tribune	x	x
Geneva Free Press		x
Greenfield Times	x	
Hamilton Journal	x	x
Hillsboro Press Gazette		x
Ironton News		x
Ironton Tribune	x	x
Jackson Sun Journal & Register	x	x
Kenton Democrat	x	x
Kenton News Republican	x	x
Lancaster Eagle	x	

Ohio—Continued	Features	News Mats
Lima News	x	
Logan News	x	x
Lorain Times Journal & Herald	x	x
Mansfield Journal	x	x
Marietta Times	x	
Marion Star	x	x
Martins Ferry Times	x	x
Marysville Tribune	x	x
Massillon Independent	x	x
Middletown News Journal	x	x
Mount Vernon Republican News	x	
Newark Advocate	x	
Niles Times	x	
Painesville Telegraph	x	x
Ravenna Record	x	x
Salem News	x	x
Sandusky Register & Star Journal	x	
Shelby Globe	x	
Sidney News	x	x
South Euclid Citizen	x	x
Springfield News & Sun	x	
[fol. 2899] Steubenville Herald Star	x	x
Toledo Blade	x	
Toledo Times	x	x
Uhrichsville Chronicle	x	x
Upper Sandusky Chief	x	x
Urbana Citizen	x	x
Van Wert Times & Bulletin	x	x
Wapakoneta News	x	x
Warren Tribune Chronicle	x	
Washington Court House Herald	x	x
Waynesfield Chronicle	x	x
Wilmington News Journal	x	x
Wooster Record	x	x
Zanesville Times Signal	x	x
Portsmouth Sun & Times	x	x
Belfontaine Examiner	x	x
Youngstown Vindicator	x	x

	Feature	News Mats
Oklahoma:		
Altus Times Democrat	x	
Bartlesville Examiner Enterprise	x	x
Blackwell Journal	x	
Chickasha Star Publishing Company		x
Cordell Beacon	x	x
Cushing Citizen	x	x
Duncan Banner	x	
Duncan Eagle	x	
Dawson Bomber	x	x
Enid News	x	
Guthrie Leader	x	
Henryetta Free Lance	x	x
Holdenville News	x	x
Lawton Free Press	x	x
Muskogee Phoenix & Times Democrat	x	
[fol. 2900] Okemah Leader	x	
Oklahoma City Capital Hill Beacon	x	x
Oklahoma City Oklahoman & Times	x	x
Ponca City News	x	
Sapulpa Record	x	x
Seminole Producer	x	x
Shawnee News & Star	x	
Stillwater News Press	x	
Tulsa Tribune	x	
Tulsa World	x	x
Wagoner Record Democrat	x	x
Weurika News Democrat		x
Woodward Press	x	x
Wewoka Times Democrat	x	
Pauls Valley Democrat	x	
Oregon:		
Corvallis Benton County Herald	x	x
Eugene Register	x	
Eugene News	x	x
Flamath Falls Herald News	x	
La Grande Observer	x	x
Medford Mail Tribune	x	x
Oregon City Enterprise	x	x
Portland Journal	x	

	Feature	News Mats
Oregon—Continued		
Portland Oregonian	x	
Salem Capital Journal	x	
Salem New Oregon Statesman	x	x
Freewater Times	x	x
[fol. 2901] Pennsylvania:		
Albion News	x	x
Alliquippa Gazette	x	x
Allentown Call Chronicle News	x	x
Altoona Mirror		x
Ambridge Citizen	x	x
Ashland News	x	
Bangor News	x	
Beaver Times	x	x
Beaver Falls News Tribune	x	x
Berwick Enterprise	x	x
Bethlehem Globe Times	x	x
Braddock Free Press	x	x
Bradford Era	x	x
Bradford Evening Star	x	
Bristol Courier	x	
Brownsville Telegraph	x	x
Butler Eagle	x	x
Canonsburg Notes	x	x
Carlisle Sentinel	x	x
Chambersburg Public Opinion	x	
Chester Times	x	x
Columbia News	x	x
Connellsville Courier	x	x
Conshohacken Reporter	x	
Corry Journal	x	x
Carmichaels Green Co. Post	x	
Donora Herald American	x	x
Doylestown Intelligencer	x	x
Du Bois Courier Express	x	x
Easton Express	x	
Easton Free Press	x	x
Erie Dispatch Herald	x	x
Erie Times	x	
Franklin News Herald	x	

	Feature	News Mats
Gettysburg Times	x	
Gettysburg Adams County Independent	x	x
Greenburg Review Tribune	x	x
Greenville Record Argus	x	
Hanover Sun	x	
[fol. 2902] Harrisburg Patriot News	x	x
Homestead Messenger		x
Honesdale Wayne County Citizen	x	x
Honesdale Independent	x	x
Indiana Gazette	x	
Jersey Shore Herald	x	x
Johnston Tribune	x	x
Kane Republican	x	x
Kittanning Leader Times	x	x
Lancaster Intelligeneer News Journal	x	x
Lansdale North Penn Reporter	x	
Lansford Record	x	x
Latrobe Bulletin	x	x
Lebanon News	x	
Lehighton Leader	x	x
Lehighton Press	x	
Lewistown Sentinel	x	x
Lock Haven Express	x	
Mahanoy City Record American	x	x
Mauch Chunk Times News	x	x
Meadville Tribune Republican	x	
Middleburg Post	x	
Monessen Independent	x	x
Monessen News Call	x	x
Monongahela Republican	x	x
Montgomery Mirror	x	x
Monant Carmel Item	x	
Muncy Luminary	x	x
McKeesport News	x	x
Masontown Klondile Bulletin	x	
New Castle News	x	x
New Kensington Dispatch	x	x
Oil City Blizzard & Derrick	x	
Olymphant Mid Valley Journal	x	x
Philadelphia Bulletin	x	
Philadelphia David McKay Co.	x	

	Feature	News Mats
Pennsylvania—Continued:		
Philadelphia Gazette Democrat	x	x
[fol. 2903] Philadelphia Inquirer	x	
Philadelphia Daily News	x	x
Philadelphia Record	x	
Pittsburgh Sun Telegraph	x	
Pittston Gazette	x	
Portage Cambria Dispatch	x	x
Pottstown Mercury	x	x
Pottsville Journal	x	
Pottsville Republican	x	
Punxsutawney Spirit	x	x
Philadelphia Public Ledger	x	
Pittsburgh Creation Fraternal Union of Amer.	x	
Pittsburgh National Word		x
Reading Eagle	x	x
Reading News Times	x	
Ridgway Record	x	
Sayre Times	x	x
Scranton Obrana Pub. Co.		x
Scranton Scrantonian Tribune	x	x
Scranton Times	x	
Shamokin News Dispatch	x	
Shenandoah Herald	x	x
Smethport McKean County Miner	x	x
Somerset American	x	x
State College Center Daily Times	x	
Stroudsburg Record	x	
Sunbury Item	x	x
Tarentum Valley News	x	x
Titusville Herald	x	x
Towanda Review	x	
Tyrone Herald	x	x
Union City Times Enterprise	x	x
Uniontown Herald Genius	x	x
Uniontown News Standard	x	
Vandergrift News	x	x
Washington Reporter Observer	x	x
West Chester Local News	x	x
[fol. 2904] Wilkes Barre Independent	x	

	Feature	News Mats
Wilkes Barre Record	x	x
Wilkes Barre Times Leader & News	x	
Williamsport Gazette Sun	x	
Williamsport Grit	x	
York Dispatch	x	
York Gazette	x	
Zelienpole News Beacon	x	x
Cambridge Springs Enterprise News	x	x
Hazleton Plain Speaker	x	x
Elwood City Ledger	x	x
Point Marion News	x	
Tunkhannock Wyoming Countian	x	x
Rhode Island:		
Pawtucket Times	x	
Westerly Sun	x	
Providence Journal	x	x
West Warick Valley Times	x	
South Carolina:		
Anderson Independent Tribune	x	x
Charleston News & Courier	x	
Charleston Evening Post	x	
Columbia Record	x	
Florence News Review	x	
Florence Star	x	
Gafney Ledger	x	x
Greenville News Piedmont	x	x
Greenville Observer	x	x
Lancaster News	x	x
Laurens Advertiser		x
Lexington Dispatch News	x	x
Newberry Observer	x	
Orangeburg Observer	x	
Orangeburg Times Democrat	x	
Spartanburg Herald Journal	x	x
[fol. 2905] South Dakota:		
Aberdeen News American	x	x
Huron Huronite	x	
Mitchell Republican	x	x

	Features	News Mats
South Dakota—Continued		
Rapid City Journal	x	
Sioux Falls Argus Leader	x	
Wessington Springs Republican	x	x
Yankton Public Opinion	x	
Howard Miner County Pioneer	x	x
Lead Call	x	
Tennessee:		
Athens Post Athenian	x	
Chattanooga Times & News Free Press	x	x
Cleveland Banner	x	x
Elizabethton Star	x	
Greenville News Bulletin	x	x
Greenville Sun	x	x
Jackson Sun	x	
Johnson City Press Chronicle	x	x
Kingsport Times	x	
Knoxville News Sentinel	x	
Knoxville Journal & Tribune	x	
Knoxville Industrial News	x	x
Lenoir City News	x	
Maryville Enterprise		x
Memphis Commercial Appeal	x	
Morristown Gazette & Mail		x
Nashville Banner	x	
Nashville Tennessean	x	x
Paris Post Intelligencer	x	x
Springfield Herald News	x	x
Union City Messenger	x	x
[fol. 2906] Texas:		
Abilene Reporter News	x	
Amarillo News Globe	x	
Amarillo Times	x	x
Athens Review	x	x
Austin American Statesman	x	x
Austin Tribune	x	
Beaumont Enterprise Journal	x	x
Big Springs Herald	x	
Bowie News	x	x

	Feature	News Mats
Brady Heart 'Texas	x	x
Brownsville Herald	x	
Bryan Eagle	x	x
Corpus Christi Caller Times	x	
Corsicana Sun	x	x
Cuero Record	x	x
Dalhart Daily Texan	x	x
Dallas News	x	
Dallas Times Herald	x	x
Dallas Journal	x	
Dallas Uncle Jake's Sport News	x	x
Edinburg Review	x	
Electra Star	x	x
El Paso El Continental	x	x
El Paso Herald Post	x	
El Paso Times	x	
Fort Worth All Church Press	x	
Fort Worth Star Telegram	x	
Gainesville Register	x	
Gainesville Free Press	x	x
Giddings News	x	x
Gilmer Mirror		x
Gladewater Times Tribune	x	x
Goose Creek Tri Cities Sun	x	x
Greenville Banner	x	
Harlingen Valley Morning Star	x	
Henderson News	x	
Hillsboro Mirror	x	x
[fol. 2907] Houston Chronicle	x	x
Houston Post	x	
Jacksonville Progress	x	x
Littlefield County Wide News Argus	x	x
Longview News & Journal	x	
Lubbock Avalanche Journal	x	
Marshall News Messenger	x	
Mount Pleasant Times	x	x
McAllen Monitor	x	
McKinney Courier Gazette	x	
Marshall American	x	
Nacogdoches Sentinel	x	x
Odessa American	x	

	Feature	News Mats
Texas—Continued		
Orange Leader	x	x
Pampa Tribune	x	x
Paris News & Times	x	
Port Arthur News & Record	x	
Pittsburg Gazette		x
San Angelo Standard Times	x	
San Antonio La Prensa	x	x
Sherman Democrat	x	
San Marcos Hays County Herald	x	x
San Antonio Light	x	
Temple Telegram	x	x
Texarkana Gazette	x	
Tyler Telegraph Courier Times	x	x
Victoria Advocate	x	
Waco News Tribune & Times Herald	x	x
West Cechoslovak Pub. Co.	x	x
Wichita Falls Times & Record News	x	
Yoakum Herald		x
Waxahachie Light	x	
Shamrock Texan	x	x
[fol. 2908] Utah:		
Salt Lake City Deseret News	x	x
Salt Lake City Tribune Telegram	x	
Roosevelt Standard	x	x
Vermont:		
Burlington News	x	x
Bennington Banner	x	
Newport Express	x	
Ludlow Tribune	x	
Rutland Herald	x	
Rutland Times	x	x
St. Johnsbury Caledonian Record	x	
St. Albans Messenger		x
Barre Times	x	
Bellows Falls Times	x	
Springfield Reporter	x	x

	Features	News Mats
Virginia:		
Alexandria Gazette	x	x
Bristol Herald Courier	x	
Altavista Journal Gazette	x	x
Danville Herald	x	x
Danville Register Bee	x	x
Farmville Herald	x	
Fredericksburg Free Lance Star	x	x
Galex Gazette	x	
Harrisonburg News Record	x	x
Lynchburg News & Advance	x	
Luray Page News & Courier	x	
Newport News Press Times Herald	x	
Norfolk Virginia Pilot & Ledger	x	x
Norfolk Journal & Guide	x	
Petersburg Progress Index	x	
Portsmouth Star	x	
Pulaski Southwest Times	x	
Richmond Times Dispatch	x	
Richmond News Leader	x	
Roanoke Times & World News	x	x
Rocky Mount News Post	x	x
Staunton News Leader	x	x
Strasburg Northern Va. Daily	x	
Winchester Star	x	x
Charlottesville Progress	x	x
Covington Virginian	x	x
[fol. 2909] Washington:		
Aberdeen World	x	
Bellingham Herald	x	
Centralia Chronicle	x	
Chehalis Advocate	x	x
Mount Vernon Herald	x	
Seattle Times	x	
Seattle Post Intelligencer	x	
Tacoma Ledger News Tribune	x	
Tacoma Times	x	
Vancouver Columbian	x	
Wenatchie World	x	
Yakima Republic Herald	x	

	Features	News Mats
Washington—Continued		
Spokane Chronicle	x	
Spokesman Review—Spokane	x	
Seattle Star	x	
Kelso Tribune	x	x
West Virginia:		
Beckley Register & Post Herald	x	x
Bluefield Telegraph & Sunset News	x	
Clarksburg Exponent Telegraph	x	x
Charleston Gazette	x	
Charleston Mail	x	
Coalwood Caretta News	x	x
Fairmont Times & West Virginian	x	x
Grafton Sentinel	x	x
Hinton News	x	
Huntington Herald Dispatch	x	
Logan Banner	x	
Martinsburg Journal	x	
Morgantown New Dominion	x	
Morgantown Athenaeum News Mats		x
Moundsville Journal	x	x
Parkersburg News	x	x
Ripley Herald	x	x
Welch News	x	
Wheeling News Register	x	
[fol. 2910] Williamson Mingo Republican	x	x
Williamson News	x	
Wellsboro Herald	x	x
Wisconsin:		
Appleton Post Crescent	x	
Ashland Press	x	x
Beaverdam Citizen	x	x
Eau Claire Leader Telegram	x	
Fond du Lac Reporter	x	
Green Bay Press Gazette	x	
Madison Capital Times	x	
Madison State Journal	x	x
Manitowoc Herald Times	x	

	Features	News Mats
Merrill Herald	x	x
Milwaukee Journal	x	
Milwaukee Kuryer Polski		x
Milwaukee Sentinel	x	
Milwaukee Post	x	x
Neenah News Times	x	x
Oshkosh Northwestern	x	x
Portage Register Democrat	x	x
Reedsburg Times Press	x	x
Rice Lake Bulletin	x	
Shawano Leader	x	x
Sheboygan Press	x	x
Stevens Point Journal	x	
Stevens Point Worzalla Pub. Co.	x	x
Superior Telegram	x	
Superior Co-operative Pub. Ass'n	x	
Two Rivers Reporter Chronicle	x	x
Watertown Times	x	x
Waukesha Freeman	x	x
Wausau Record Herald	x	
[fol. 2911] Wyoming:		
Cheyenne Eagle & Tribune	x	
Casper Times	x	x
Cheyenne Shop Talk	x	x
Rock Springs Rocket	x	
Sheridan Press	x	

[fol. 2912] April 16, 1943.

Clients for News Mats and Features as of September 30, 1941

	Features	News Mats
Canada:		
Belleville, Ont. Intelligencer	x	
Brandon, Manitoba, Sun	x	
Brantford, Ont. Expositor	x	
Calgary, Alta., Albertan	x	
Calgary, Alta. Herald	x	
Charlottetown, P. E. I. Guardian	x	
Charlottetown, P. E. I. Patriot	x	

Canada—Continued	Features	News Mats
Chatham, Ont. News	x	
Cornwall, Ont. News	x	
Edmonton, Alta. Bulletin	x	
Fort William, Ont. Times Journal	x	
Fredericton, N. B. Gleaner	x	
Guelph, Ont. Mercury	x	
Halifax, Can. Chronicle & Star	x	
Halifax, Can. Herald	x	
Hamilton, Ont. Spectator	x	
Kinston, Ont. Whig	x	
Lindsay, Ont. Post	x	
London, Ont. Free Press	x	
Moncton, N. B. Times	x	
Moncton, N. B. Transcript	x	
Montreal, Can. La Patrie	x	x
Montreal, Can. Le Petite Journal	x	
Montreal, Can. The Photo Journal	x	
Montreal, Ont. Standard	x	
Napanee, Ont. Beaver	x	
New Westminster, B. C. British Columbian	x	
North Bay, Ont. Nugget	x	
Ottawa, Ont. Citizen	x	
Ottawa, Ont. Journal	x	x
Owen Sound, Ont. Sun-Times	x	
Peterborough, Ont. Examiner	x	
Picton, Ont. Times	x	
[fol. 2913] Port Arthur, Ont. News-Chronicle	x	
Prince Albert, Sask. Herald	x	
Quebec, Can. L'Action Catholique	x	
Quebec, Can. L'Evenmont Journal	x	
Regina, Sask. Leader Post	x	
St. Johns, N. B. Telegraph-Journal	x	
St. Stephen, N. B. St. Croix Courier	x	
Saskatoon, Sask. Star Phoenix	x	
Sherbrooke, Que. Record	x	
Stradford, Ont. Beacon-Herald	x	
Sudbury, Can. Star	x	
Sydney, N. S. Post Record	x	

	Features	News Mats
Three Rivers, Que. Le Nouvelliste	x	
Timmins, Ont. Daily Press	x	
Toronto, Ont. Globe & Mail	x	
Toronto, Ont. Rapid Grip & Batten Co.	x	
Toronto, Ont. Star Newspaper Service	x	
Toronto, Ont. Star	x	
Toronto, Ont. Star Weekly	x	
Toronto, Ont. Telegram	x	
Truro, N. S, News Publishing Co.	x	
Vancouver, B. C. News-Herald	x	
Vancouver, B. C. Province	x	
Vancouver, B. C. Sun	x	
Victoria, B. C. Colonist	x	
Victoria, B. C. Times	x	
Waterloo, Ont. Chronicle	x	
Windsor, Ont. Chronicle	x	
Windsor, Ont. Border Cities Star	x	
Winnipeg, Man. Free Press	x	
Winnipeg, Man. Free Press Prairie Farmer	x	
Winnipeg, Can. Tribune	x	
Woodstock, Ont. Sentinel Review	x	

[fol. 2914] April 16, 1943.

Clients for News Mats and Features as of September 30th, 1941

Foreign Clients	Features	News Mats
Antofagasta, Chile, El Mercurio	x	
Santiago, Chile, El Mercurio	x	
Conception, Chile, La Patria	x	x
Santiago, Chile, La Hora	x	
Avellaneda, Arg., La Opinion	x	
Buenos Aires, Arg., Ahora	x	
Buenos Aires, Arg., Critica	x	
Buenos Aires, Arg., Empresa Editorial Haynes	x	
Buenos Aires, Arg., Herald	x	
Buenos Aires, Arg., El Mundo	x	
Buenos Aires, Arg., El Mundo Argentino	x	

Foreign Clients	Features	News Mats
Buenos Aires, Arg., La Nacion	x	
Buenos Aires, Arg., Noticias Graficas	x	
Buenos Aires, Arg., La Prensa	x	
Buenos Aires, Arg., Dipresse		x
Buenos Aires, Arg., La Razon	x	
Buenos Aires, Arg., Editorial Sopena	x	
Buenos Aires, Arg., Standard	x	
Buenos Aires, Arg., El Tony	x	
Buenos Aires, Arg., Vosotros	x	
Cordoba, Arg., Cordoba	x	
Cordoba, Arg., Voz del Interior	x	
Junin, Arg., Democracia	x	
Junin, Arg., La Verdad	x	x
Gualeguaychu, Arg., El Argentino	x	x
La Plata, Arg., El Dia	x	
La Plata, Arg., El Argentino	x	
Mendoza, Arg., Los Andes	x	
Rosario, Arg., La Accion	x	
SanJuan, Arg., La Accion	x	
Santa Fe, Arg., El Litoral	x	
Tucuman, Arg., Ya	x	x
Tucuman, Arg., La Gaceta	x	
Belo-Horizonte, Brazil, Folha de Minas	x	x
Recife, Brazil, Jornal do Comercio	x	
Rio de Janeiro, Brazil, Gibi	x	
[fol. 2915] Curityba, Parana, Brazil, O Dia	x	x
Rio de Janeiro, Brazil, O Globo	x	
Rio de Janeiro, Brazil, Jornal do Brazil	x	
Rio de Janeiro, Brazil, O Jornal	x	
Rio de Janeiro, Brazil, A Noite	x	
Rio de Janeiro, Brazil, Suplemento Juvenil	x	
Rio de Janeiro, Brazil, Vanguarda		x
Rio de Janeiro, Brazil, Jornal do Comercio	x	
Rio de Janeiro, Brazil, Diario da Noite	x	
Sao Paulo, Brazil, Diario da Manhan	x	
Sao Paulo, Brazil, Folha Da Noite	x	
Sao Paulo, Brazil, A Gaceta	x	
Sao Paulo, Brazil, Folha Manhan	x	

Foreign Clients	Features	News Mats
Paysundu, Uruguay, Sucesos	x	x
Paysandu, Uruguay, El Telegrafo	x	x
Montevideo, Uruguay, La Manana & El Diario	x	x
Montevideo, Uruguay, Montevideo	x	
Montevideo, Uruguay, El Pueblo	x	
Montevideo, Uruguay, El Pais	x	
Montevideo, Uruguay, El Plata	x	
Montevideo, Uruguay, El Tiempo	x	
Montevideo, Uruguay, Tribuna Popular	x	
La Paz, Bolivia, El Diario	x	
La Paz, Volivia, Ultima Hora	x	x
Bogota, Colombia, Cromos	x	
Bogota, Colombia, Espectador	x	
Bogotá, Colombia, El Liberal	x	
Bogota, Colombia, La Razon		x
Bogota, Colombia, El Siglo	x	
Bogota, Colombia, El Tiempo	x	
Cali, Colombia, Diario del Pacifico	x	x
Cali, Colombia, Relator	x	
Cali, Colombia, La Voz Catolica		x
Manizales, Colombia, La Patria	x	x
[fol. 2916] Cartagena, Colombia, Diario de la Costa	x	x
Cartagena, Colombia, El Figaro	x	
Barranquilla, Colombia, El Heraldo	x	
Medellin, Colombia, El Colombiano	x	
Medellin, Colombia, La Defensa	x	x
Medellin, Colombia, El Pueblo	x	
Pereira, Caldas, Colombia, El Quindio	x	x
Tunja, Colombia, El Cruzado		x
Lima, Peru, El Comercio	x	x
Caracas, Venezuela, Ahora	x	
Caracas, Venezuela, La Esfera	x	x
Caracas, Venezuela, El Heraldo	x	
Caracas, Venezuela, Universal	x	x
Maracaibo, Venezuela, Panorama	x	x
Cuenca, Ecuador, El Mercurio		x
Guayaquil, Ecuador, El Telegrafo	x	
Guayaquil, Ecuador, El Universo	x	
Quito, Ecuador, El Comercio	x	x

Foreign Clients	Features	News Mats
San Jose, Costa Rico, Diario de Costa Rica	x	
Guatemala City, Guatemala, El Liberal Progresista	x	
Guatemala City, Guatemala, El Imparcial	x	x
San Pedro Sula, Honduras, El Diario Comercial	x	x
San Salvador, El Salvador, Diario Latino	x	x
San Salvador, El Salvador, Diario Nuevo	x	x
San Salvador, El Salvador, Pa Prensa Grafica	x	x
Panama City, Panama, American	x	
Panama City, Panama Star & Herald	x	
Panama City, Panama, Tribune		x
Chihuahua, Chich., Mexico, El Heraldo	x	x
Guadalajara, Mexico, Editora Jalisciense	x	x
Guadalajara, Mexico, El Informador	x	x
Merida, Yucatan, Mex., Diario del Sureste	x	
Merida, Yucatan, Mex., Diario de Yucatan	x	x
Mexico City, Mexico, Excelsior	x	
Mexico City, Mexico, El Nacional	x	x
[fol. 2917]		
Mexico City, Mexico, Novedades	x	
Mexico City, Mexico, Editorial Panamericana	x	
Mexico City, Mexico, La Prensa	x	
Mexico City, Mexico, El Universal	x	
Mexico City, Mexico, El Universal Grafico	x	
Monterrey, Mexico, El Porvenir	x	
Monterrey, Mexico, El Sol	x	
Tampico, Mexico, El Mundo	x	x
Torreon, Coah., Mexico, El Siglo de Torreon	x	x
Vera Cruz, Mexico, El Dictamen	x	
Havana, Cuba, Avance	x	
Havana, Cuba, El Crisol	x	
Havana, Cuba, Diario de la Marina	x	x
Havana, Cuba, El Mundo	x	x

Foreign

Clients	Features	News Mats
Havana, Cuba, El Pais	x	
Havana, Cuba, Post & Telegram	x	x
Havana, Cuba, La Luz	x	x
Havana, Cuba, Periodico Pueblo		x
San Juan, P. R., Ilustrado	x	
San Juan, P. R., El Imparcial	x	
San Juan, P. R., El Mundo	x	
San Juan, P. R., Puerto Rico World Journal	x	
San Juan, P. R., La Democracia		x
San Juan, P. R., El Pais		x
Ciudad Trujillo, D. R., Listin Diario		x
Ciudad Trujillo, D. R., La Nacion	x	
Santiago, D. R., La Informacion		x
Aruba, N. W. I., La Verdad	x	
Kingston, Jamaica, Gleaner	x	
Kingston, Jamaica, Post	x	x
Kingston, Jamaica, Times	x	
Hamilton, Bermuda, Mid-Ocean News	x	x
Hamilton, Bermuda, Royal Gazette & Colonist	x	

[fol. 2918]

Reykjavik, Iceland, The Vikan	x	x
Leeds, England, Yorkshire Post	x	
London, England, Mickey Mouse Journal	x	
London, England, Mickey Mouse Weekly	x	
London, England, Mirror	x	
London, England, Daily Sketch	x	
London, England, Sunday Express	x	
London, England, Guide & News	x	
Manchester, England, Chronicle	x	
New Castle, England, Chronicle	x	
Sheffield, England, Telegraph	x	
Dublin, Ireland, Evening Press	x	
Aberdeen, Scotland, Free Press	x	
Glasgow, Scotland, Record	x	
Glasgow, Scotland, Mail	x	
Dundee, Scotland, Thomson's Weekly News	x	

Foreign

Clients	Features	News Mats
Copenhagen, Denmark, Aftenbladet	x	
Copenhagen, Denmark, Berlinski Tidende	x	
Copenhagen, Denmark, Dansk Familieblad	x	
Copenhagen, Denmark, Erstrabladet	x	
Copenhagen, Denmark, Social Demokraten	x	
Copenhagen, Denmark, Ugebladet Hjemmet	x	
Copenhagen, Denmark, Skipper Skraek	x	
Drammen, Norway, Drammens Tidende	x	
Boras, Sweden, Tidningen	x	
Falkenberg, Sweden, Hallands Nyheter	x	
Gavle, Sweden, Arbetarbladet	x	
Gothenborg, Sweden, NY Tid	x	
Gothenburg, Sweden, Morgenpost	x	
Gothenburg, Sweden, Goteborgs Tidningen	x	
Halmstad, Sweden, Hallandsposten	x	
Halsingborg, Sweden, Allers-Familg-Journal	x	
Halsingborg, Sweden, Skanska Social Demokraten	x	
Hawnosand, Sweden, Vasternorrlands Allehanda	x	
Kalmar, Sweden, Barometern	x	
[fol. 2919]		
Karkskrona, Sweden, Blekinge, Lans Tidning	x	
Karlstad, Sweden, NYA Wermlandstidningen	x	
Landskrona, Sweden, Landskrona Posten	x	
Linkoping, Sweden, Oestgoeta Correspondenten	x	
Malmoe, Sweden, Hemmets Journal	x	
Malmoe, Sweden, Hemmets Vecko Tidning	x	

Foreign Clients	Features	News Mats
Malmoe, Sweden, Skaanska Aftonbladet	x	
Norrkoping, Sweden, Norkopings Tidningen	x	
Norrkoping, Sweden, Ostergotlands Folkblad	x	
Orebro, Sweden, Nerikes Allehanda	x	
Ostersund, Sweden, Posten	x	
Skelleftea, Sweden, Norra Vasterbotten	x	
Stockholm, Sweden, Bull's Presstjanst	x	
Stockholm, Sweden, Aftonbladet	x	
Stockholm, Sweden, Lektyr	x	
Stockholm, Sweden, NYA Dagligt Allehanda	x	
Stockholm, Sweden, Bonniers	x	
Stockholm, Sweden, Dagens Nyheter	x	
Stockholm, Sweden, Levands Livet	x	
Stockholm, Sweden, Jules Verne Magasinet	x	
Stockholm, Sweden, Social-Demokraten	x	
Stockholm, Sweden, Svenska Hoger pressens Forening	x	
Stockholm, Sweden, Svaneks Journalen	x	
Stockholm, Sweden, Stockholms-Tidningen	x	
Stockholm, Sweden, Varthen	x	
Stockholm, Sweden, Vecko-Revyn	x	
Sundsvall, Sweden, Socialist Pressen	x	
Umea, Sweden, Vasterbottens Kuriren	x	
Helsingbors, Finland, Helsingin Sanomat	x	
Helsingfors, Finland, Kuva Yhtyneet Kuvalehdet	x	
Helsingfors, Finland, Apulehden	x	
Helsingfors, Finland, Illmarinen	x	
Helsingfors, Finland, Lukemista Kaikille	x	
Helsingfors, Finland, Suomen Sosialdemokratti	x	

Foreign Clients	Features	News Mats
Helsingfors, Finland, Uusi Suomi [fol. 2920]	x	
Turku, Finland, Sosialisti	x	
Turku, Finland, Uusa Aura	x	
Tampere, Finland, Kansas Lehti	x	
Marseilles, France, Confidences	x	
Marseilles, France, Journal de Mickey	x	
Marseilles, France, Robinson	x	
Paris, France, Editiones Mondiales	x	
Milan, Italy, Edizioni Mandadori	x	
Amsterdam, Holland, Algemeen Handelsblad	x	
Belgrade, Yugoslavia, Politika	x	
Zagreb, Yugoslavia, Hrvatski Dnevnik	x	
Allahabad, India, Leader	x	
Bombay, India, Times	x	
Ceylon, India, Observer	x	
Calcutta, India, Calcutta Municipal	x	
Calcutta, India, Telegraph	x	
Bandoeng, Java, D. E. I., Preanger Bode	x	
Batavia, Java, Sin Po		x
Semerang, Java, De Locomotief	x	
Semerang, Java, Mata Hari	x	x
Soerabai, Java, Soerabaiash Handelsblad	x	
Hong Kong, China, Sing Tao Jih Pao	x	
Hong Kong, China, Telegraph	x	
Pekin, China, Chronicle	x	
Shanghai, China, News & Herald	x	
Shanghai, China, Post	x	x
Shanghai, China, Press	x	
Tientsin, China, Star	x	x
Tientsin, China, Times	x	
Kobe, Japan, Chronicle	x	
Tokyo, Japan, Komiuri Shimbun	x	
Honolulu, Hawaii, Advertiser	x	
Honolulu, Hawaii, Hawaii Times	x	x
Honolulu, Hawaii, Star Bulletin	x	x
Hilo, Hawaii, Hawaii News		x
Hilo, Hawaii, Kwazan Company	x	x

Foreign Clients	Features	News Mats
[fol. 2921] Davao City, P. I., Times		x
Manila, P. I., Bulletin	x	
Manila, P. I., Fookien Times	x	x
Manila, P. I., Sunday Times		x
Manila, P. I., TVT	x	
Manila, P. I., Herald	x	x
Adelaide, Australia, News	x	
Adelaide, Australia, Advertiser	x	
Brisbane, Australia, Mail	x	
Brisbane, Australia, Telegraph	x	
Brisbane, Australia, Truth	x	
Melbourne, Australia, Argus	x	
Melbourne, Australia, Weekly Times	x	
Melbourne, Australia, Sporting Globe	x	
Perth, Australia, Broadcaster	x	
Perth, Australia, Daily News	x	
Perth, Australia, Western Mail	x	
Sydney, Australia, Wireless Weekly	x	
Sydney, Australia, Australian Woman's Mirror	x	
Sydney, Australia, Pix	x	
Sydney, Australia, Sun	x	
Sydney, Australia, Telegraph	x	
Sydney, Australia, Australian Woman's Weekly	x	
Wellington, New Zealand, Evening Post	x	
Auckland, New Zealand, Star	x	
Auckland, New Zealand, Brett Pub. & Printing Co.	x	
Christchurch, New Zealand, Star	x	
Hobart, Tasmania, Mercury	x	
Capetown, So. Africa, Cape Argus	x	
Capetown, S. Africa, De Huisgenoot	x	
Capetown, S. Africa, Cape Times	x	
Durban, S. Africa, Natal Daily News	x	
Johannesburg, S. Africa, Rand Daily Mail	x	
Johannesburg, S. Africa, Star	x	
Johannesburg, S. Africa, Forum	x	
[fol. 2922] Johannesburg, S. Africa, Forum	x	

Clients	Foreign Features	News Mats
Johannesburg, S. Africa, Arthur's Barrows' Weekly	x	
Johannesburg, S. Africa, Sunday Express	x	
Kimmerley, S. Africa, Diamond Fields Advertiser	x	
Port Elizabeth, S. Africa, Week End News	x	
Pretoria, S. Africa, Die Volkstan	x	
Soerabiai, Java, Soerabaiash Han-		

[fol. 2923] DEFENDANTS' EXHIBIT No. 16

The Blue Book of King Features Syndicate, Inc.

Issued July 1, 1940

[fol. 2924] COMICS—Daily, Comic Strips

Supplied in matrix or proof form. In 5 or 6 columns, six days a week, unless otherwise indicated.

Barney Baxter in the Air—By Frank Miller. (5 col. only.)
Barney Google and Snuffy Smith—By Billy DeBeck.
Big Sister—By Leslie Forgrave.
Blondie—By Chic Young.
Brick Bradford—By William Ritt and Clarence Gray.
Bringing Up Father—By George McManus.
Donald Duck—By Walt Disney.
Elza Poppin—By Olsen and Johnson. (5 col. only.)
Etta Kett—By Paul Robinson.
Felix The Cat.
Flash Gordon—On The Planet Mongo. (5 col. only.)
Henry—By Carl Anderson.
Inspector Wade—By Edgar Wallace.
Just Kids—By Ad Carter. (2, 5 or 6 col.)
King of the Royal Mounted—By Zane Grey.
Krazy Kat—By George Herriman.
Little Annie Rooney—By Brandon Walsh.
Little Miss Muffet—By Fanny Y. Cory. (5 col. only.)

Lone Ranger, The—By Fran Striker.
Mandrake the Magician—By Lee Falk and Phil Davis.
Mickey Mouse—By Walt Disney.
Muggs and Skeeter—By Wally Bishop.
Phantom, The—By Lee Falk and Ray Moore.
Polly and Her Pals.
Popeye—See Thimble Theatre.
[fol. 2925] *Professor Nimbus*—By Daix. (5 col. only.)
Secret Agent X-9—By Robert Storm.
Sergeant Pat of Radio Patrol—By E. Sullivan and C. Schmidt.
Skippy—By Percy Crosby.
Thimble Theatre (Starring Popeye).
Tillie the Toiler—By Russ Westover.
Tim Tyler's Luck—By Lyman Young.
Tippie and Cap Stubbs—By Edwina.
Toots and Casper—By Jimmy Murphy.
Tuffy—By Hoff.

Comic Panels

Cuties—By E. Simms Campbell. (2 col.)
Laff-A-Day Cartoons—(1 or 2 col.)
Old Home Town—By Lee Stanley. (2 or 3 col.)
Room and Board—By Gene Ahern. (2 or 3 col.)
Sally's Sallies—By R. J. Scott. (1 or 2 col.)
Snickeroos—By Clyde Lewis. (2 col.)
Sonnysayings—(1 col.)
Sunflower Street—By Tom Sims and Tom Little. (2 or or 3 col.)
They'll Do It Every Time—By Jimmy Hatlo, (3 or 4 col.)

Weekly

The following comics are available in matrix form in one to four colors, or black and white, both 7 and 8 column widths in required depths; and may be had in readyprint sections. See page 8 on readyprint comics.

[fol. 2926] Daily Comic Strips

Supplied in matrix or proof form. In 5 or 6 columns, six days a week, unless otherwise indicated.

Barney Baxter in the Air—By Frank Miller. (5 col. only.)
Barney Google and Snuffy Smith—By Billy DeBeck.

Big Sister—By Leslie Forgrave.
Blondie—By Chic Young.
Brick Bradford—By William Ritt and Clarence Gray.
Bringing Up Father—By George McManus.
Donald Duck—By Walt Disney.
Elza Poppin—By Olsen and Johnson. (5 col. only.)
Etta Kett—By Paul Robinson.
Felix The Cat.
Flash Gordon—On The Planet Mongo. (5 col. only.)
Henry—By Carl Anderson.
Inspector Wade—By Edgar Wallace.
Just Kids—By Ad Carter. (2, 5 or 6 col.)
King of the Royal Mounted—By Zane Grey.
Krazy Kat—By George Herriman.
Little Annie Rooney—By Brandon Walsh.
Little Miss Muffet—By Fanny Y. Cory. (5 col. only.)
Lone Ranger, The—By Fran Striker.
Mandrake the Magician—By Lee Falk and Phil Davis.
Mickey Mouse—By Walt Disney.
Muggs and Skeeter—By Wally Bishop.
Phantom, The—By Lee Falk and Ray Moore.
Polly and Her Pals.
Popeye—See Thimble Theatre.
[fol. 2927] *Professor Nimbus*—By Daix. (5 col. only.)
Secret Agent X-9—By Robert Storm.
Sergeant Pat of Radio Patrol—By E. Sullivan and C. Schmidt.
Skippy—By Percy Crosby.
Thimble Theatre (Starring Popeye).
Tillie the Toiler—By Russ Westover.
Tim Tyler's Luck—By Lyman Young.
Tippie and Cap Stubbs—By Edwina.
Toots and Casper—By Jimmy Murphy.
Tuffy—By Hoff.

Comic Panels

Cuties—By E. Simms Campbell. (2 col.)
Laff-A-Day Cartoons—(1 or 2 col.)
Old Home Town—By Lee Stanley. (2 or 3 col.)
Room and Board—By Gene Ahern. (2 or 3 col.)
Sally's Sallies—By R. J. Scott. (1 or 2 col.)
Snickeroos—By Clyde Lewis. (2 col.)
Sonnysayings—(1 col.)

Sunflower Street—By Tom Sims and Tom Little. (2 or 3 col.)
They'll Do It Every Time—By Jimmie Hatlo. (3 or 4 col.)

Weekly

The following comics are available in matrix form in one to four colors, or black and white, both 7 and 8 column widths in required depths; and may be had in readyprint sections. See page 8 on readprint comics.

[fol. 2928]

Standard-Size Pages

(Including top-piece)

Barney Google and Snuffy Smith—By Billy DeBeck.
Blondie—By Chic Young.
Bringing Up Father—By George McManus.
Elmer—By "Doc" Winner.
Etta Kett—By Paul Robinson.
Family Portraits—By J. Norman Lynd. (No top-piece.)
Felix The Cat.
Flash Gordon—By Alex Raymond.
Just Kids—By Ad Carter.
Katzenjammer Kids—By H. H. Knerr.
Little Annie Rooney—By Brandon Walsh.
Little King, The—By Otto Soglow.
Mickey Mouse—By Walt Disney.
Polly and Her Pals—By Cliff Sterrett.
Popeye—See Thimble Theatre.
Prince Valiant—By Harold R. Foster. (No top-piece.)
Right Around Home—By Dudley Fisher. (No top-piece.)
Room and Board—By Gene Ahern.
Skippy—By Percy Crosby.
Thimble Theatre (Starring Popeye.)
Tillie The Toiler—By Russ Westover.
Tim Tyler's Luck—By Lyman Young.
Toots and Casper—By Jimmy Murphy.

Standard-Size Half-Pages

Alexander Smart, Esq.—By "Doc" Winner.
Barney Google and Snuffy Smith—By Billy DeBeck.
Believe It or Not—By Robert L. Ripley.
Blondie—By Chic Young.
Bringing Up Father—By George McManus.

[fol. 2929] *Bunky*—By Billy DeBeck.
Curley Harper—By Lyman Young.
Donald Duck—By Walt Disney.
Elmer—By "Doc" Winner.
Etta Kett—By Paul Robinson.
Family Portraits—By J. Norman Lynd.
Hall of Fame of the Air—By Capt. Eddie Rickenbacker.
Henry—By Carl Anderson.
Katzenjammer Kids—By H. H. Knerr.
King of the Royal Mounted—By Zane Grey.
Little Anney Rooney—By Brandon Walsh.
Little King, The—By Otto Soglow.
Lone Ranger, The—By Fran Striker.
Lovebyrds, The—By Paul Robinson.
Mickey Mouse—By Walt Disney.
Ming Foo—By Brandon Walsh.
Pete The Tramp—By C. D. Russell.
Phantom, The—By Lee Falk and Ray Moore.
Polly and Her Pals—By Cliff Sterrett.
Popeye (See Thimble Theatre).
Pussycat Princess—By Edward Anthony and Ruth Carroll.
Room and Board—By Gene Ahern.
Seein' Stars—By Feg Murray.
Sentinel Louie—By Otto Soglow.
Sergeant Pat of Radio Patrol—By Eddie Sullivan and Charlie Schmidt.
Silly Symphony—By Walt Disney.
Skippy—By Percy Crosby.
Squirrel Cage, The—By Gene Ahern.
Thimble Theatre (Starring Popeye).
Tillie The Toiler—By Russ Westover.
Tippie—By Edwina.
Tim Tyler's Luck—By Lyman Young.
Toots and Casper—By Jimmy Murphy.

[fol. 2930] Top Strips

Available for Sunday or Saturday post-release, in one to four colors or black and white. These are top strips for the Sunday pages, but may be bought separately.
Always Belittlin'—By Percy Crosby.
Belles and Wedding Bells—By Cliff Sterrett.
Bobby Dazzler.

Col. Potterby and the Duchess—By Chic Young.
Dinglehoofer und His Dog—By H. H. Knerr.
It's Papa Who Pays—By Jimmy Murphy.
Jungle Jim—By Alex Raymond.
Nicodemus O'Malley—By Ad Carter.
Rosie's Beau—By George McManus.
Sappo.
Van Swaggers, The—By Russ Westover.

Tabloid-Size Pages

Barney Baxter in the Air—By Frank Miller.
Blondie—By Chic Young.
Brick Bradford—By Wm. Ritt and Clarence Gray.
Bringing Up Father—By George McManus.
Elmer—By "Doc" Winner.
Etta Kett—By Paul Robinson.
Family Portraits—By J. Norman Lynd.
Felix The Cat.
Flash Gordon—By Alex Raymond.
Henry—By Carl Anderson.
Home Sweet Home—By Jack Callahan.
Just Kids—By Ad Carter.
Katzenjammer Kids—By H. H. Knerr.
King of the Royal Mounted—By Zane Grey.
Krazy Kat—By George Herriman.
Little Annie Rooney—By Brandon Walsh.
Little Jimmy—By James Swinnerton.
Lone Ranger, The—By Fran Striker.
[fol. 2931] *Mandrake The Magician*—By Lee Falk and Phil Davis.
Mickey Mouse—By Walt Disney.
Pete The Tramp—By C. D. Russell.
Phantom, The—By Lee Falk and Ray Moore.
Popeye—(See Thimble Theatre).
Polly and Her Pals—By Cliff Sterrett.
Prince Valiant—By Harold R. Foster.
Pussycat Princess—By Edward Anthony and Ruth Carroll.
Right Around Home—By Dudley Fisher.
Room and Board—By Gene Ahern.
Sergeant Pat of Radio Patrol—By Eddie Sullivan and Charlie Schmidt.
Silly Symphony—By Walt Disney.

Skippy—By Percy Crosby.
Thimble Theatre (Starring Popeye).
Tillie The Toiler—By Russ Westover.
Tim Tyler's Luck—By Lyman Young.
Tippie—By Edwina.

Readyprint Comics

A great many newspapers carrying colored comic sections buy readyprints because they do not have sufficient color-printing facilities or because they find it less expensive. Of all the newspapers buying readyprint comics, King Features Syndicate supplies more than half.

King Features readyprint comic sections are available in 4, 8, 12, 16 and 24 pages, with choice of comics.

If you have no colored comic section, or if you want to improve your present one, write to us for complete details.

Now available, a complete 16-page ADVENTURE supplement in quarter standard-page size; all new subjects entirely different from our regular features. Readyprint in color or matted in black or colors.

[fol. 2932] FICTION and NON-FICTION

Romance

Approximately 50,000 to 60,000 words each

• Original serials written exclusively for newspaper publication.

By Maryse Rutledge:

• *Special Service*—36 chapters, 10 line-drawing illustrations. (World rights.) A romantic and daring story of an American heiress who enlists the services of young Tony Worth to protect her from a dangerous group of foreign secret agents out to get her fortune.

By Barret Willoughby:

Lover Come Back—42 chapters, 10 line-drawing illustrations. (U. S. and Canada rights.) A fast-moving serial of love, adventure and intrigue by the author of "Captive Bride" and other popular novels.

By May Christie:

• *Honeymoon Preferred*—30 chapters, 10 line-drawing illustrations. (World rights, except Great Britain.) A

dramatic novel, with a swift, modern tempo, of two girls in love with the same man, by one of the most successful of all newspaper serial authors.

By Vera Brown:

* *Thursday's Child* (from the old rhyme, "Thursday's child has far to go")—36 chapters, 10 line-drawing illustrations. (World Rights.) A young girl overcomes sudden wealth and social prejudice to win her love.

* *Flying Blind*—36 chapters, 10 line-drawing illustrations; also 36 photos, if preferred. (World rights.) A thrilling story of love in the skyways. One of the best aviation newspaper serials yet published.

By Rosamond Du Jardin

* *I Belong to You*—30 chapters, 10 line-drawing illustrations. (World rights.) Tangled threads of five lives woven into a fascinating, powerful plot, by a brilliant author.

By Cornelius Vanderbilt, Jr.:

* *Puppet Love*—30 chapters, 10 line-drawing illustrations. (World rights.) A story of a rebellious Fifth-Avenue [fol. 2933] scion who runs away from Society and Ease to discover the America of tourist camps and trailers. Fascinating, colorful and sufficiently realistic to be autobiography.

By Maxwell Leon Thayer:

* *Senate Stenographer*—30 chapters, 10 line-drawing illustrations; also 30 photos; if preferred. (World rights.) The exciting romance of a girl caught in the toils of tempestuous and typical lobby politics. Ready for summer or fall release.

Mystery

By Francis Gerard:

Emerald Embassy—36 chapters, 10 line-drawing illustrations. (U. S. and Canada rights.) The latest thriller, involving international intrigue, by one acclaimed as "the logical successor to Edgar Wallace."

By Mignon G. Eberhart:

Glass Slipper—36 chapters, 10 line-drawing illustrations; 36 photo illustrations. (U. S. and Canada rights.) An out-of-the-ordinary murder mystery with a hospital-society background, by one of America's most successful writers of detective fiction.

By Van Wyck Mason:

The Gorgon's Mask—30 chapters. 10 line-drawing illustrations or 30 photos, if preferred. (World rights.) Another exciting adventure of the famed Captain North on the Sino-Japanese-U. S. powder keg.

Cairo Garter Murders—36 chapters, 10 line-drawing illustrations; 36 photo illustrations. (World rights.) Filled with the color and romance of the Near-East, here is an exceptionally interesting thriller by America's own E. Phillips Oppenheim.

The Hongkong Airbase Murders—42 chapters; 10 line-drawing illustrations; 42 photo illustrations. (World rights.) The destiny of nations is at stake when Captain Hugh North, Van Wyck Mason's famous investigator, lands in Hongkong, hotbed of international intrigue.

[fol. 2934] By James Ronald:

Trial Without Jury—36 chapters, 10 line-drawing illustrations. (U. S. and Canada rights.) 36 photo illustrations. This tells in gripping style how *you* and *your own* kin might feel if involved in the harrowing throes of a murder investigation intimately affecting *your own family.*

Adventure

By Francis Gerard:

Wotan's Wedge—A Prelude to Blitzkrieg—42 chapters, 10 line-drawing illustrations. (U. S. and Canada rights.) As exciting, timely and melodramatic a mystery war novel as has ever been written. A real fiction thriller.

By Evelyn Wells:

Kit Carson—Avenger—36 chapters; 10 line and 14 half-tone illustrations. (World rights.) A western story of extraordinary power, this vivid historical novel features the truly amazing career of one of the most heroic of

pioneering Americans. Ready now for publication first in newspapers!

Also—

* *Titan Tower*—By James G. Chesnutt. (World rights.)

* *Love In Swingtime*—By Tommy Dorsey and George D. Lottman. (World rights.)

* *Love's Interlude*—By May Christie. (World rights, except England.)

* *Spoiled Girl*—By Lucille Marsh Johnson. (World rights.)

Envoy Extraordinary—By E. Phillips Oppenheim. (U. S. and Canada rights.)

The Doctor—By Mary Roberts Rinehart. (World rights.)

* *Our Love Is New*—By Iris Bennett. (World rights.)

* *Redheads Are Lucky*—By Vera Brown. (World rights.)

* *Knight Errant*—By Jack McDonald. (World rights.)

The Castle Island Case—By Van Wyck Mason. (World rights.)

[fol. 2935] *The Stolen God*—By Edison Marshall. (World rights.)

Contraband—By Dennis Wheatley. (U. S. rights.)

Red Earth—By Tom Gill. (World rights.)

It's You I Want—By Allene Corliss. (World rights.)

Rich Girl—Poor Girl—By Faith Baldwin. (World rights.)

Leisure to Repent—By Ursula Parrott. (World rights.)

Captive Bride—By Barrett Willoughby. (U. S. and Canada rights.)

* *There Is Tomorrow*—By May Christie. (World rights except England.)

Novelettes

Approximately 12,000 to 20,000 words each, illustrated.

By Damon Runyon:

A new and delightful series of 10 stories called *Take It Easy*. Runyon writes about race-track touts, chorus girls,

beer barons and minor Broadway lights. He knows the people and their language as no literary pundit can ever hope to know. And added to this magic of capturing the idiom of the man on the street is Runyon's extraordinary ability to tell a story and make it live.

Take It Easy is available for full page or daily release. Illustrations are by Hardin Burnley.

By Dashiell Hammett:

A series of novelettes and short stories with illustrations by famous artists.

Also—

Cupid Rides A Bus—By Polan Banks. (World Rights.) 18 Chapters; 3 line-drawing illustrations.

* *Mistress Headlong*—By F. V. W. Mason. (U. S. and Canada Rights.) 12 chapters. 3 line-drawing illustrations.

[fol. 2936] * *The Mandarin-House Murders*—By Van Wyck Mason. (U. S. and Canada Rights.) 18 chapters, 3 line drawing illustrations.

* *Caribbean Loot*—By Whitman Chamber. 9 instalments. 3 line drawing illustrations. (World Rights.)

* *Murder Will Not Out*—By Whitman Chambers. 9 instalments. 3 line-drawing illustrations (World Rights.)

* *The Forgotten Fleet Mystery*—By Van Wyck Mason. 18 instalments. (World Rights.)

A King In Caribbea—By Ursula Parrott. 6 instalments. (World Rights.)

Death Is a Dream—By Ursula Parrott. 3 instalments. (World Rights.)

* *Black Orchids*—By F. V. W. Mason. 16 instalments. (World Rights.)

One Mad Night—By Whitman Chambers. 9 instalments. (World Rights.)

* *The Cruise To Nowhere*—By Jerry Froscher. 12 instalments. (World Rights.)

* *As Plain As Print*—By Irvin S. Cobb. 6 instalments. (World Rights.)

The Ace of Death—By Steuart M. Emery. 12 instalments. (World Rights.)

• *The Cocktail Girl*—By May Christie. 12 instalments. (World Rights.)

• *Roulette of Love*—By May Christie. 12 instalments. (World Rights.)

Jungle Rendezvous—By Whitman Chambers. 12 instalments. (World Rights.)

• *Her Highness*—By John A. Moroso. 12 instalments. (World Rights.)

• *The Merry Maestro Mystery*—By Arthur Hoerl. 3 instalments. (World Rights.)

Why Men Run Away—By Nanette Lane. 6 instalments. (World Rights.)

[fol. 2937] Non-Fiction

By Roy Alexander:

The Cruise of the Raider Wolf—24 chapters, 8 line-drawing illustrations, in 2 or 3 column mats, as you choose, with 3 halftone mats. (U. S. and Canada rights.) A stirring, first-hand report by a young wireless operator who was a prisoner aboard the Wolf during most of her Odyssey. An epic of suffering and daring, with all of the suspense of a first-class thriller. *One of the greatest of all modern sea-legends.*

By James A. Farley:

Behind the Ballots—30 chapters. (World rights.) Here is the real lowdown on the political situation. Autobiography, analysis, forecast and retrospect combined, the Postmaster General's story is a dramatic document of the inner workings of our democracy.

By Emil Ludwig:

Life of Roosevelt—(U. S. and Canada Rights.) The most brilliant and distinguished biography of the President thus far published. Available in six full-page instalments that can be divided, if desired, into daily releases—mats of illustrations provided.

By Paul Gallico

Farewell to Sport—25 chapters, 3 line-drawings by Burris Jenkins. (U. S. and Canada Rights.)

By Irene Kuhn:

Assigned to Adventure—32 chapters, 24 photo illus. (World Rights except British Isles.)

By Quincy Howe:

England Expects Every American to Do His Duty—(World Rights.) 5 weekly releases which can be adapted for daily publication. A brilliant criticism of British imperialism with its American tie-ups.

[fol. 2938] SPORTS

Daily Sports Columns

By Dan Parker:

The most amusing and accurate appraisal of the highlights of the nation's sports.

By Bill Corum:

Daily column by an outstanding New York favorite.

Pictorial Page

Weekly Sports Pictorial:

Full page half-tone camera review of sports, 8 columns, in required depth.

Sports Pictorial

(Once a Week)

Seven or eight-column widths, any length desired. A full page of timely, attractive sports news pictures.

The Turf

By Clem McCarthy:

Noted Turf Authority and Ace of Handicappers writes a daily racing column "At The Races" — 6 days per week. Handicap selections and breezy and colorful turf gossip

that carry wide reader appear. An all-year-'round service and on Sundays, *Broadwaycasting*, special column surveying the sports scene.

In addition to the regular sports features listed herein, King Features Syndicate offers from time to time special articles and cartoons on seasonal sports events such as the champion boxing bouts, tennis tournaments, horse-racing, swimming etc.

These features will be brought to your attention whenever they are published.

[fol. 2939]

WHY IIN NEWS-PICTURE MATS ARE THE IDEAL NEWS MATS

(1) International Illustrated News Mats comprise the fastest picture-mat service in the country.

(2) Daily mailings are made from New York, Cleveland and San Francisco and special news-breaks are serviced from bureaus throughout the country, insuring fastest possible delivery.

(3) Telephone photos, obtained by stations strategically located, are distributed daily from your nearest mailing point.

(4) From the latest international development to a simple, but gripping human interest picture, IIN news-picture mats give you complete, quick, accurate coverage and picture preparedness.

IIN News-Picture Mats Are Distributed by King Feaures Syndicate

[fol. 2940] WOMEN'S HOME FEATURES

Home Institute Services

Realizing the promotion value of Women's Service Departments, King Features Syndicate specializes in live, timely, interesting women's features which bring large quantities of reader mail to progressive newspapers.

This is a new idea in women's features—a daily service with a *booklet tie-up,* covering a wide range of women's activities—decoration, menus, child care, gardening, etiquette, beauty, sewing, table setting, etc. The Home Institute functions, to all purposes, as the client paper's own Women's Service Bureau through which women can obtain accurate guidance in every-day problems.

These booklets give complete, helpful information on the subjects touched upon in the newspaper release. Thus the personality of the newspaper is extended considerably beyond the limits of its own columns, and the space burden is carried by the booklets. The Home Institute features have met with an enthusiastic reception from both editors and readers. This service adds considerably to a newspaper's volume of women's mail and is the ideal, space-saving solution for the newspaper that wants to offer a feature that will hold something of interest to every woman reader.

The Home Institute features are available in single or double column size with mats of illustrations. There is a monthly credit to the newspaper on the booklet revenue from readers.

Dress Patterns

King Features Syndicate dress patterns are now being used by more than five hundred newspapers with circulations in excess of fifteen million. More King Features dress patterns are sold through newspapers than those of all other pattern services combined.

The importance of the pattern feature as a powerful attraction for women readers in a majority of the country's most enterprising newspapers makes it necessary to adopt a definite policy to maintain the superiority of the King feature.

King Features pattern releases are accurately timed to meet seasonal and changing style requirements. This is accomplished by careful and constant analysis of reader response.

By striking a happy medium between the "ultra-conservative" and "ultra-extreme" styles, and keeping the art work fresh and up-to-the-minute, this feature is made attractive to the greatest number.

Each pattern is designed with a view to employing as few parts as will make a garment consistent with chic. Cutting and sewing instructions are simply and clearly explained through a large sew chart giving step-by-step [fol. 2941] cutting and sewing diagrams—making it easy for even the novice to insure herself a perfectly fitting garment. Each pattern is wrapped in a colorful, transparent inner envelope.

All orders are filled the day they are received.

The feature is furnished for daily release for use in one or two column size and special layout for Sundays, with mats of illustrations.

Our Pattern Feature is for Publications Only. The patterns cannot be obtained through stores. This policy has made possible the establishment by our client newspapers of pattern sales records far surpassing those ever before achieved by papers.

Needlecraft Patterns

King Features needlecraft patterns go to more than 400 newspapers. The reader response through this feature is amazing, and continues to improve year by year. This service is accurately geared to supply the types of items for which there is the strongest current interest—knitting and crocheting items to meet the vogue for this type of material; quilt designs when these are in demand; embroidery items for which there is a large and steady following. Each day's release is calculated to produce the maximum response.

Like the King dress pattern features, needlecraft pattern service has been developed for publications exclusively. This is a straight editorial feature with no complications. Brand names are never mentioned in instructions to readers, so that all local stores benefit equally by the additional

business in yarns, embroidery silks, etc., developed by this service.

The designs are original creations by the most expert designers in the field, and are based upon day by day analyses of the type of material women are seeking. Attractive, attention-compelling art work is a feature of this service.

All orders are filled the same day they are received, and the instructions which go to readers are complete to the most minute detail. So great is the satisfaction with these patterns, that the percentage of reorders runs high.

The needlecraft service is furnished for daily and Sunday release, in two column size, with mats of illustrations.

The needlecraft service is an ideal complement to the dress pattern service—the two, combined, cover the complete range of women's sewing activities.

Newspapers running the dress and needlecraft pattern features receive a cash allowance for every pattern sold through their columns with accounting and settlement each month.

Produce additional revenue for your newspaper and help your local merchants dispose of more dress goods, sewing materials, yarns and accessories by using KFS dress and needlecraft pattern features.

[fol. 2942] MISCELLANEOUS FEATURES

Weekly

Tabloid-Size Feature Magazine Pages

16 or more pages, in the most modern magazine tempo, written by noted authors, and illustrated by top-flight artists, supplied in proof or matrix form or in readyprint sections made up exclusively of these pages or in combination with other pages.

Cover Page. (Colors or Black)—By McClelland Barclay, James Montgomery Flagg, Jaro Fabry, Arthur Crouch, Ben Jory Harris, Nell Brinkley, D. B. Holcomb and other famous artists.

Double Truck. (Colors or Black)—Exciting fact stories from real life, featuring colorful personalties and written

with a timely news angle by noted writers. Strikingly illustrated with exclusive photos and drawings by such big-name artists as John Holmgren, Russell Patterson, Geoffrey Biggs, Stuart Hamilton, Ludlow Kravis, Stephanie, D. B. Holcomb, Marthe Moore, and Leo Rackow.

Beauty Page. (Black)—Authoritative information and advice by Alice Wade Robinson, nationally known expert, covering every phase of the modern woman's beauty problems, and presenting a personal information service for readers. Glamor hints from the stage, screen and Society. Written in a lively, entertaining manner, and illustrated with attractive photographs and drawings by famous artists.

Short Story Page. (Black or Color)—Dramatic short short fiction by nationally famous authors, illustrated by top-ranking magazine artists.

Fashion Page. (Colors or Black)—The modes of the moment and a preview of the future from Paris, New York and Hollywood by Carolyn Crew, internationally famed fashion authority. Presenting timely photographs and illustrations of gowns, wraps and chic accessories keyed to the purse of the average woman.

Household Page. (Black)—Modern, tested menus and tips on the planning of varied and economical meals by Sheila Hibben, culinary expert, magazine writer, "Wine and Dine" editor of The New Yorker, and author of "The National Cookbook." Written in an entertaining style that brings the zest of the front page to material that too often is dull and stodgy filler.

Miscellaneous Feature-News Pages. (Colors and Black)—Dramatic, colorful features based on personalities whose names make headlines. Exclusive, real-life stories and photos, written by such noted writers as George Jean Nathan, Beth Brown, Rebecca Kling, Daphne du Maurier, Damon Runyon, Bob Considine, Dan Parker, Murdock Pemberton, Helen Welshimer, Leonard Hall, Lawrence Gould, Gretta Palmer, Thyra Samter Winslow, Lois Mattox Miller, Chas. Neville, and noted hunters and explorers, presenting authentic factual material with the punch of top-notch fiction. Illustrated by leading magazine artists.

[fol. 2943] Standard Size

12 pages, supplied in proof or matrix form, or in ready-print sections made up exclusively of these pages or in combination with other pages.

In Colors or Black

Front Page—A semi-news feature illustrated by famous artists.

Fashion Page—The most widely used in the country. Paris, Hollywood and New York styles previewed in exclusive sketches and photos by Grace Corson, international authority.

In Black Only

Five Illustrated Feature Pages—Each a big semi-news feature with exclusive pictures, written by noted writers.

Fiction and Real Life Page—Short short stories by big name authors, combined with dramatic picture stories about notables in the news.

Beauty Page—Edited by Delight Dixon. Six to ten separate attractively illustrated elements covering every phase of beauty preservation and development and providing an up-to-the-minute personal information service to readers. Elements may be used as separate daily releases.

Good Housekeeping Page—Review of progress in home betterment showing how labor may be saved, houses made more attractive, economy advanced and food used to best advantages. All recipes and methods tested and approved by Good Housekeeping Institute.

Science, Mechanics and Invention Page—Weekly digest of progress in all three, accompanied by plans for home-craft and hobbies.

Weekly Puzzle Page—Brain teasers, riddles, tricks, games and party entertainments that afford hours of amusement and instruction for all.

Miscellaneous Features

Believe It or Not—by Robert L. Ripley. A special weekly release of this world-famous feature. (4 and 5 col., in black; 7 and 8 col., and half-page size in 4 colors).

Dionne Quintuplets Weekly Picture Service—Available completely matted or glossy prints (8 x 10) with mats and

proofs of captions, ready for the casting box. From time to time, there will be special color photos. (Transparencies.) [fol. 2944] *Dr. Allan Roy Dafoe*—A Week with the Quints (column).

Goin' To Town With Mark Hellinger—Full page of ultra modern America, coast to coast, comprising five units; (1) column of sparkling anecdotes; (2) weekly short story; (3) reviews of stage, screen, radio, books, sports; (4) brilliant 7-column panel of caricatures by Sam Berman, famous cartoonist; (5) column of letters. In 8-column mat, drop letter for 7-column layout.

Seein' Stars—by Feg Murray. Colorful human-interest drawings of the movie stars.. (Half-page in full colors).

The Brighter Side—by Damon Runyon, (Column.)

New York Columns

A Woman's New York—by Alice Hughes.

Broadway Nights—by Axel Storm. A glimpse of the new plays, picture hits, operas and their stars.

New York Cavalcade—by Louis Sobol.

On Broadway—by Walter Winchell.

Humor

Bugographies—by "Bugs" Baer. Humorous column on people and events.

Right Around Home—by Dudley Fisher. (Full page of scintillating humor.) 4 colors or black and white, standard or tabloid size.

Puzzles.

Sunday Cross-Word Puzzle—Both text and puzzle in 3 column mat with solution (for preceding weeks puzzle) in 1½ column mat.

Daily Miscellaneous Features

Supplied six times a week unless otherwise indicated

Advice to the Lovelorn—by Beatrice Fairfax (3 a week).

Believe It or Not—By Robert L. Ripley (3 columns; Saturday release also in 4 columns.)

Brighter Side, The—By Damon Runyon. (Column.)

"Bugs" Baer's Wire Box.

[fol. 2945] *Dr. Herman N. Bundesen* (Health articles.)

Caroline Chatfield Says Today—Advice column.

Dr. Allan Roy Dafoe—Column on the Quintuplets and the Care of Your Children.

Fashion Flashes—By Alice Alden. (3 a week.)

Fay King Cartoons—5 and 6 column drawing and text.

Good Manners—By Mrs. Cornelius Beeckman.

Happigrams—By Erich Brandeis. Short daily "eye openers" and "pick-me-ups," suitable for page one or editorial page.

Inez Robb—Keen, sophisticated feature stories on current events and people in the news.

Listen World!—Inspirational articles by the most widely read woman editorial writer, Elsie Robinson.

Medicine in the News—By Dr. Morris Fishbein. An authoritative news feature. A once-a-week "Supplementary Bulletin" is included.

Scott's Scrapbook—By R. J. Scott. (2 or 3 column panel).

Serial Fiction—Stories by popular authors. (6 chapters weekly, matted).

Sweet Land of Liberty—By Vernon Howe Bailey. Authentic sketches of American shrines, (6 times a week).

The Marry-Go-Round—By Helen Rowland. The oldest topic in the world made witty, absorbing and controversial. (3 a week.)

This Day in History—Anniversaries of news events. (Filler.)

What Do You Know?—Mental test, by Dr. Sabina H. Connolly.

What's the Answer?—A Library in Miniature.

Wishing Well—An interesting cipher and horoscope game. (6 or 7 releases weekly.)

Your Individual Horoscope—By Frances Drake. (6 or 7 releases weekly.)

New York Columns

A Woman's New York—by Alice Hughes. (6 or 7 releases a week.)

Broadway Medley—by Leonard Lyons.

New York Cavalcade—by Louis Sobol.

Voice of Broadway, The—by Dorothy Kilgallen.

On Broadway—by Walter Winchell.

Humor

"Bugs" Baer—Daily column of keen satire and brilliant wit.

[fol. 2946]

Financial

B. C. Forbes—Articles on Finance and Economics.

Dr. Lewis Haney—Economics.

Magazine Page Mats

Supplied in proof or matrix form, 8 columns, 12-ems. Any item available in proof or matrix form as separate feature, as shown below:

Dr. Logan Clendening (Health articles).

Parent Problems—By Dr. Garry C. Myers.

Marriage Meddlers—Adele Garrison's new sequel to *Revelations of a Wife* (serial fiction 6 a week).

Adventures in Shadowland—By Max Trell. Illustrated by Neva Harrison.

Today's Fashion—By Vera Winston. Illustrated (3 a week).

Diary of a Fashion Model—By Grace Thorncliffe. Illustrated (3 a week).

Fashions—By Prunella Wood. (3 weekly).

Half-tone Fashion Illustrations—By Alice Alden (3 weekly).

Home-Making Helps—By Eleanor Ross (3 a week).

The Beauty Box—By Helen Follett. Illustrated.

Horoscope—By Genevieve Kemble.

Three-Minute Journeys—By Temple Manning. Illustrated (2 a week).

I Spy.

Odd Facts and Words of Wise Men.

Menu Hints—(1 col. filler).

To-Day's Menu—By Betsy Newman (6 a week).

Editorial

News Behind the News—Daily Washington column—By Paul Mallon.

On the Side—By E. V. Durling. Daily and Sunday column that deals with the "things you want to hear about."

The Human Side of the News—By Edwin C. Hill. The famous reporter and radio star writing his inimitable feature stories on the news of the day.

[fol. 2947] Fashion and Beauty

Fashions—By Prunella Wood. Daily fashion releases made up in striking layouts.

Beauty—By Helen Jameson (Mme. Qui Vive) Illustrated.

Today's Fashions—By Vera Winston. Illustrated (3 a week).

Diary of a Fashion Model—By Grace Thorncliffe (3 a week).

Your Figure, Madame—By Ida Jean Kain. Illustrated. Special leaflets available in mat at no charge.

Bridge

Contract Bridge—How to Play and How to Win—By Josephine Culbertson. Daily and Sunday articles on bidding and playing.

Barclay on Bridge—By Shepard Barclay. Daily article on Contract Bridge. Complete with rules and sample hands.

Puzzles

Cross Word Puzzles—By Eugene Scheffer. 2 columns, with explanations and answers to previous puzzle.

Modern Puzzles—By Gerald L. Kaufman. An endless variety of brain-twisters, absorbing, entertaining, and visually attractive, card puzzles, word and novelty puzzles, quiz and memory tests, etc. (6 times a week, mats of diagrams).

Movies

Hollywood Movie Letter—By Harrison Carroll. Daily panorama of Movieland by a distinguished commentator. By wire or mail. Also available in mat form.

Seein' Stars—By Feg Murray. Colorful human interest drawings of the movie stars (2 and 3 col.).

Features for Weekly Newspapers

An excellent and timely weekly news and feature service. Two pages of top-quality features and news pictures such a comic strip, comic panels, editorial and sports cartoon, Washington column, oddity feature, humor column, Sunday school lesson, fashion feature, household hints, menu hints, child-training column, serial story and other features including 12 news pictures. All type as well as art furnished

in complete mat form as separate mat panels, size 3 columns wide, 8¾" deep arranged to fit even the smallest casting box.

[fol. 2948] INTERNATIONAL NEWS PHOTOS

Soundphoto

Most important news pictures of the day by Soundphoto. Exclusive International News Photos Soundphoto apparatus links bureau points and newspapers at New York, Chicago, San Francisco, Los Angeles, Miami, Boston, Cleveland, Washington, Minneapolis, Baltimore, Atlanta. Cincinnati, Fort Worth, Seattle and Newark, N. J. Also from other cities where temporary portable installations are made when stories justify. There were 74 of these in 1939.

Pictures transmitted by leased wire or on acceptance only, at station-to-station telephone rates. Editors at all Soundphoto points with Supervisor at New York. Portable equipment supplied for use in own circulation area. Highest quality, fastest, and lowest operating costs over ordinary telephone lines.

Expedited Soundphoto Service

Rush prints from Soundphoto points by airmail and courier.

Mail Services

(Airmail and Regular Mail)

Daily

Full Service:

This primary or complete service consists of 35 to 45 photographs daily, seven days a week. Service is sent to clients on an around-the-clock basis hourly as photographs are received, is sufficiently important to send them on this basis. This Full Service consists of the entire output of INP, including special coverage from all American bureaus.

Selected Service:

Same as Full Service except that it consists of approximately 15 to 25 pictures a day. Service is forwarded to clients from all American bureaus. Intended for newspapers which do not require full quota of prints each day.

Big Six Service:

Consists of six news photographs a day from New York, with special coverage from any one of our other distribution points.

[fol. 2949] Sports Service:

This consists of about six to eight of the best sport pictures of the day, airmailed from New York, Chicago, San Francisco and Los Angeles.

Rotogravure Service:

The rotogravure service consists of about twelve photographs a day. These pictures are selected from the Full Service. They are not news photographs, as a rule. They are outstanding and unusual feature photographs that will appeal to every reader of rotogravure sections.

Women's Service:

A special service consisting of about three or four pictures of the day featuring women's activities, as well as fashions.

Weekly

"Byline" Series:

Three distinct and exclusive series of Byline photographs are produced each week. This is a feature photo service, usually consisting of about eight prints to a series by some ace photographer. Byline photographs are intended to tell a story in pictures. These pictures are exclusive—not duplicated in INP regular service or published anywhere before set release dates. They are therefore of special value for rotogravure presentation, or feature sections.

Speed Ray Photographs

INP is the first and only syndicate at present to make use of the Speed Ray Lamp, revolutionary device to enable photographers to take action pictures at a speed of 1/100,000th of a second. Such photographs are now a regular feature of INP service.

[fol. 2950] CENTRAL PRESS

Central Press Association

Central Press is designed as a basic news mat and feature service on which the editor may build a flexible feature budget. Central Press may be used as a separate service, complete in itself—or Central Press items may be combined with outstanding King Features elements as desired.

News Mat Services

Nighthawk Service, daily from New York. Seven or eight last minute newsphoto mats dispatched on late trains.

Spot News Service, daily from Cleveland. Latest news pictures, emphasizing mid-west news, including illustrated news feature stories.

Pacific Coast Service, daily mailings out of San Francisco, of news mats covering news West of the Rockies.

Daily Sports Page from Cleveland. Latest sports news events in picture mat form, including daily sports comment by William Ritt, sport page ears. Special sports preparedness layouts, and Daily Sport Cartoon by Jack Sords.

Preparedness Specials—Stories and pictures sent to all clients in advance of calculable news breaks.

Special Services—Extraordinary coverage on important news events, mailed to clients by fastest routes in addition to regular service.

Sound Photo Specials—Transmission by Sound Photo enables speedy coast-to-coast coverage for all clients. Specials are matted out of such central places as New York, Cleveland, Chicago, San Francisco, and other cities close to and at scene of story.

Bulletin News Page—(Issued from New York and Cleveland every week-day afternoon). *Latest News Pictures*—Plus timely layouts. *They Make News*—A column-length series of single-column cuts of personalities in the day's news. *Editorial Cartoon*—By Jesse Cargill. Daily in three or two-column widths.

Charles P. Stewart—Daily comment on national affairs, from Washington resident correspondent.

Factographs—Informative filler service.

You're Telling Me!—By Wm. Ritt. Printed paragraphs in comments on the day's news.

Editorial Features

Your Health, by Dr. Logan Clendening. Daily column by "best-seller" medical leader and writer.

Parent Problems, by Dr. Garry C. Myers. Daily column of advice on Child training.

Wife Preservers—Daily, one-column, illustrated advice feature.

Barclay on Bridge, by Shepard Barclay. Daily contract bridge column by noted expert.

Today's Garden-Graph, by Dean Halliday. Daily, illustrated garden feature (Seasonal).

Scott's Scrapbook (panel), by R. J. Scott. Strange facts cartoon. Daily release. In three or two-column widths.

Grab Bag—Text feature containing memory test queries; etiquete; good English lesson; words of the wise; daily horoscope.

[fol. 2951] *Crossword Puzzle*—Daily (2 cols.) mat of text and illustration supplied.

Illustrated Bible Strip, by Alfred Buescher and Newman Campbell. Depicts Bible stories. Weekly five-column strip.

Weekly Sunday School Lesson, by Newman Campbell. Illustrated. A column giving the background of the International Sunday School from each book. For release Saturdays.

Comics

(Strips obtainable in either six or five-column widths)

Big Sister (strip), by Leslie Forgrave. Thrilling, well-drawn adventures of a little girl and her small brothers. Daily release.

Brick Bradford (strip), by William Ritt and Clarence Gray. Fantastic adventure stories, beautifully drawn, full of weird drama and dynamic action. Daily release.

Etta Kett (strip), by Paul Robinson. Amusing adventures of a pretty girl. A blend of romance and humor, drawn with exceptional taste and high artistic merit. Daily release.

Muggs and Skeeter (strip), by Wally Bishop. The funny doings of a cleverly drawn group of cute kids. Small boy humor at its very best. Daily release.

The Old Home Town (panel, three and two-column widths), by Lee Stanley. One of the great all-time comics, so popular that when Marshal Otey Walker or one of the other chief characters in this comic appear in some special

stunt, many newspapers play the feature on Page One. Daily release.

Sally's Sallies (one or two col. panel), by R. J. Scott. A pretty girl's clever comments. Daily release.

Noah Numbskull (panel), by Lee Stanley. Sprightly puns and paragraphs, also suggested by readers. One-column only. Daily release.

Central Press Fiction

All Central Press clients are supplied continuously with daily instalments of outstanding serials by well-known newspaper novelists. All serials are illustrated with line drawings.

Serials are supplied in proof form, with mats of illustrations and extensive promotion material. They are available in completely matted form at a small additional weekly charge to cover the cost of stereotyping.

(Ask for current releases.)

Matted Daily Comic Page

(Eight-column widths and in depths to fit individual newspaper)

Includes: *Brick Bradford, Big Sister, Muggs and Skeeter, Elta Kett, Inspector Wade, The Old Home Town, Scott's Scrapbook, Crossword Puzzle, Factographs.*

[fol. 2952]

Features in Foreign Languages

The features described in the preceding pages are available in English to newspapers and periodicals throughout the world. Many of our services can be supplied in languages other than English and for complete information on these, write directly to our representative for your country or to us. Sample proofs of any feature or group of features will be sent without charge upon request.

Material En Diversos Idiomas

Las páginas anteriores de este catálogo contienen una relacion completa de nuestros servicios, que pueden suministrarse en inglés a periódicos de todos los países del mundo. Buena parte de este material puede proveerse en otros idiomas, si así lo desean los señores editores de diarios y revistas, a quiénes ofrecemos un selecto y variado

repertorio de donde escoger, como veran en las páginas siguientes. Con mucho gusto les enviarémos una muestra gratuita de cualquier servicio, o grupo de servicios, de los que aquí aparecen.

Matieres En Langues Etrangeres

Les matiéres décrites dans les pages précédentes sont fournies en Anglais aux journaux de tous les pays du monde entier. Plusieurs de nos services peuvent être obtenus en d'autres langues qu'en Anglais. Exemplaires et preuves de n'importe quelle matière ou groupe de matières vous seront envoyés gratis sur demande. Pour toute matière dans la langue desirée, veuillez vous adresser à notre bureau principal ou à un de nos représentants pour toute information supplémentaire.

Material in Fremden Sprachen

Das auf vorstehenden Seiten beschriebene Material ist in Englisch für Zeitungen aller Länder der Welt erhältlich. Doch ein grosser Teil unseres Materials ist auch in anderen Sprachen als Englisch erhältich. Muster und Exemplare irgendwelcher Art werden Ihnen auf Verlangen kostenfrei zugesandt. Fü irgendwelches Material in der erwünschten Sprache verlangen Sie bitte Auskunft von unserer Hauptcentrale oder von einem unserer Vertreter.

La Combinacion Mas Grande Del Mundo En Pro De La Circulacion

King Features Syndicate, Inc., el sindicato más grande del mundo en la producción de artículos especiales y material especial para periódicos, está suministrando sus servicios a diarios de noventa paises y dominios. Nuestras producciones se usan en treinta idiomas.

Las producciones de King Features Syndicate, Inc. incluyen toda clase de material periodístico, historietas cómicas, fotografías, páginas de magazine, deportes, artículos firmados por personajes de fama internacional, cuentos y novelas y material para la mujer y los niños.

Si Ud. desea nuestras producciones en su propio idioma, sírvase consultar a alguno de nuestros agentes o comunicarse directamente con nosotros en Nueva York.

En cuanto a muestras, precios y condiciones, sírvase consultar al agente nuestro que se encuentre más cerca de

Ud. o communicarse con Nueva York. Las direcciones postal y cablegráfica de nuestros agentes se encuentran en otra página de este folleto.

A Maior Combinacao Do Mundo Em Circulacao De Jornaes

A King Features Syndicate, Inc. é o maior sindicato produtor de materia inedita e especial para jornaes e revistas. Os seus serviços são distribuidos a milhares de publicações disseminadas em mais de 90 paizes e colonias, em cerca de 30 linguas diferentes.

[fol. 2953] Os produtos da King Features Syndicate, Inc. compreendem toda sorte de materia redacional, taí como, seções comicas, paginas ilustradas, serviço fotografico ou de matrizes, historietas e romances, artigos de personalidades eminentes, seções femininas de modas e de casa, e tudo o mais que se refere aos diversos assuntos publicados por um jornal moderno.

Os produtos da King Features Syndicate, Inc. pódem ser fornecidos em lingna portugueza, bastando para isso uma consulta a qualquer dos seus representantes mais proximos ou diretamente á sua casa matriz em New York.

Quanto ás amostras, preços e demais condições, dirigir-se ao representante mais proximo, cuja lista e endereços se encontram em outra página deste Catalogo.

Le Plus Grand Tirage Mondial

King Features Syndicate est la plus grande et la plus importante Maison d'Edition en matières de Presse de tout genre, fournissant ses services insurpassables aux diverse journaux de 90 pays étrangers, paraissant en 30 langues différentes.

La production de King Features Syndicate englobe toutes sortes de matières rédactionelles: séries dessinées, comiques ou d'aventures, articles, enquêtes, reportages, articles signés par des personnalités éminentes, rubriques féminines et rubriques pour la jeunesse, etc.

Nos représentants ainsi que notre bureau principal de New York sont à votre disposition pour vous documenter sur tous nos services, et vous fournir échantillons, prix et conditions. Vous trouverez les adresses de nos représentants dans les pages de ce catalogue.

Die Grösste Nachrichtencentrale Der Welt

King Features Syndicate, Inc., als grösste Produzenten der Welt von Zeitungsartikeln und besonderem Lesematerial, versorgt gegenwärtig Zeitungen von 90 Ländern verschiedenen Sprachen.

Die Erzeugnisse des King Features Syndicates umfassen alle Arten von redaktionellem Zeitungsmaterial: Komischen Lesestoff, Illustrationen und Bildern, Zeitschriftsartikeln, sportlichen Nachrichten, unterzeichneten Artikeln von weltberühmten Persönlichkeiten, Novellen, Interessantes für Frauen und Kinder, etc.

Falls Sie unsere Artikel in Ihrer Landesprache erscheinen lassen wollen, bitten wir Sie sich an einen unserer Vertreter, oder direkt an unsere Hauptcentrale, in New York, zu wenden.

Für Muster, Preise und Bedingungen belieben Sie sich ebenfalls an den Ihnen am nächsten wohnenden Vertreter, oder direkt an unser Hauptbuero in New York zu wenden.

Die Brief und Kabel-Adressen unserer Vertreter befinden sich auf anderen Seiten dieses Katalogs.

Världens Stösta Pressyndikat

King Features Syndicate, Inc., den största producenten av tidningsmaterial i världen, betjänar nu tidningar i 90 länder. Dess material produceras på 30 olika språk.

King Features Syndicate's produktion omfattar allt slags tidningsmaterial såsom skämtserier, fotografier, tidskriftartiklar, sport signerade artiklar av intenationella berömdheter, noveller, samt specialartiklar för kvinnor och barn.

Om Ni önskar våra produkter på Edert eget språk, godhetsfullt rådfråga någon av våra agenter eller vänd Er direkt till oss i New York.

Våra agenters adresser och telegramadresser återfinnas å annan sida av denna broschyr.

Najwieksze Syndykaty Prasy Swiata

King Features Syndicate, Inc. największy producent światapośród materjalu wydawniczego, obsługuje obecnie gazety z 90 państw, a nasz material ukazuje sie w 30 różnych jezykach.

[fol. 2954] Produkcje King Features Syndicate obejmują wszelkie zakresy materjałów do gazet jak: humorystyszne

serje rysunkowe, fotografie, artykuły na szasie, wiadomości sportowe, artykuły światowej sławy osobistości, nowele, przedmioty interesujace dla kobiet i dzieci etc.

O ile by nasz materjał odpowiadał w polskim jezyku i o ile by sobie takowego życzono, uprzejmie prosimy o zwrócenie sie do naszego przedstawiciela, lub wprost do naszej Centrali w Nowym Yorku.

Dla wzorów, cen, warunków prosimy sie również do naszego najbliżej znajdujacego sie przedstawiciela zwrócić.

Adresy pocztowe i telegraficzne naszych przedstawicieli znaleźć można na tego katalogu.

International News Service

International News Service (I.N.S.)—A complete, all-inclusive news service, producing 150,000 words of "live" news daily from all parts of the world for both morning and afternoon newspapers. I.N.S. has a staff of 600, including the foremost authoritative reporters, writers and editors in the field of journalism, and 8,000 expert correspondents stationed at every active or potential source of news. Branch offices are maintained in the principal cities of all foreign countries and in 57 cities of the United States. I.N.S. dispatches are supplied by high-speed leased telegraph and types of coverage are available for newspapers of all circulations. For full information consult the authorized King Features Syndicate sales agent for your country.

International News Service (I.N.S.)—Servicio completo de noticias que difunde diariamente 150,000 palabres de noticias de actualidad procedentes de todas partes del mundo y con destino a periódicos de la mañana y de la tarde. I.N.S. dispone de un personal de 600 empleados que incluye reporteros escritores y editores de primera fila en el campo periodístico, así como de 8,000 expertos corresponsales con sede en las principales fuentes de noticias del mundo. Mantiene sucursales es las más importantes urbes extranjeras y en 57 ciudades de la Unión. Los despachos del I.N.S. se envián por contrato telegráfico que asegura gran rapidez, estando el servicio al alcance de periódicos de no importa qué circulación. Para más informes, consulte al agente de ventas autorizado por el King Features Syndicate en ese país.

International News Service (I.N.S.)—Un service de nouvelles complet tout inclusif qui produit 150,000 mots de nouvelles "vivantes" quotidiennes provenant de toutes les parties du monde pour journeaux du matin et du soir. I.N.S. dispose d'un personnel de 600 employés, y compris des reporteurs, écrivains et éditeurs de première force, ainsi que de 8,000 correspondants expérimentés stationnés à toutes les sources de nouvelles actives et potentielles. Nous maintenons des branches dans les principales villes de tous les pays étrangers, de même que dans 57 villes des Etats-Unis. Les dépêches d'I.N.S. sont envoyées par telegraphe loué de plus grande rapidité, et un choix de services variés est à la disposition des journaux de n'importe quelle circulation. Pour plus d'information à ce sujet, veuillez consulter l'agent de vente de King Features Syndicate, autorisé pour votre pays.

International News Service (I.N.S.)—Ein volkommener, alles einschliessender Nachrichtendienst welcher täglich, aus allen Teilen der Welt, 150,000 Worte "lebendiger" Nachrichten für Morgen- und Abendzeitungen erzeugt. I.N.S. verfügt über ein 600 starkes Personal, einschliesslich durchaus zuverlässige Berichterstatter, Schriftsteller und Verfasser die im Zeitungsfach auf dem ersten Range stehen, sowie 8,000 erfahrene Korrespondenten in allen möglichen Nachrichtenquellen. Filialen sind in den Hauptstädten aller fremder Länder sowie in 57 Städten der Vereinigten Staaten zu finden. I.N.S. Depeschen werden durch verpachte drahtlose Telegraphie von höchster Geschwindigkeit geliefert, und Deckungstypen sind für Zeitungen aller Ausgaben erhältlich. Für vollständige Auskunft wenden Sie sich bitte an den bevollmächtigten Verkaufsagenten des King Features Syndicats für Ihr Land.

[fol. 2955] International News Photos

International News Photos (INP) is the greatest picture-gathering organization in the world, with news and feature photographs obtained from all parts of the world, by radio, wire and air mail. Photograph service of every kind can be furnished to meet the special requirements of all types of publications. For a description of these services consult the main section of this catalog and for price write to the authorized King Features Syndicate sales agent for your country.

International News Photos (INP) es la organización fotográfica más grande del globo. Recibe de todas partes, por radio, por telégrafo y por correo aéreo, gráficas de actualidad mundial. Está en condiciones de suministrar toda clase de servicio fotográfico para llenar las necesidades de cualquier periódico o revista. En otra parte de este catálogo aparece una descripción completa de estos espléndidos servicios fotográficos. El representante de King Features Syndicate, Inc., para ese territorio, tendrá mucho placer en suministrar los informes y precios correspondientes.

International News Photos (INP) est, en son genre, la plus grande organisation du monde entier pour l'assemblage de photographies correspondant aux dernières nouvelles du jour obtenues par radio, télégraphe et avions postaux de toutes les parties du monde. Le service de photographies de toutes espèces peut être fourni sur demandes spéciales pour l'accommodation de toutes sortes de publications. Pour une description de ces services, veuillez vous adresser à l'agent de vente de King Features Syndicate, autorisé pour votre pays.

International News Photos (INP) ist, in ihrem Faeh, die grösste Bildersammlungs Organisation der Welt, mit Nachrichten- und Realphotographien die von allen Teilen der Welt durch Rundfunk, Drahtlose Telegraphie und Luftpost empfangen sind. Dieser Photographiendienst ist auf Spezialverlangen für alle Arten Zeitungen und Zeitschriften erhältlich. Für eine volle Beschreibung dieser Dienste bitten wir Sie gefälligst den Hauptteil dieses Katalogs nachzuschlagen, und für Preise wenden Sie sich bitte den bevollmächtigten Vertreter des King Features Syndicats für Ihr Land.

List of Features Produced in Spanish

Note: For information on features available in other languages, please consult the King Features representative for your country.

Material En Español Páginas Semanales Cómicas Y De Aventuras

(Estas páginas se suministran una vez por semana en matrices para blanco y negro, o para cuatro colores, desde nuestros talleres en Nueva York.)

Tamaño Grande ("Standard")

* *Anita y Sus Amigos* (Little Annie Rooney)
* *Aventuras de Aguilucho* (Tim Tyler's Luck)
* *Chiquilladas* (Just Kids)
* *Cuquita la Mecanógrafa* (Tillie The Toiler)
* *Educando a Papá* (Bringing Up Father)
* *El Ratón Miguelito* (Mickey Mouse)
* *El Reyecito* (The Little King)
* *El Gato Felix* (Felix The Cat)
* *Maldades de Dos Pilluelos* (Katzenjammer Kids)
* *Pepita* (Blondie)
* *Popeye el Marino* (Thimble Theatre, Starring Popeye)
* *Queta Pando* (Etta Kett)

[fol. 2956] Tamaño "Tabloide" (Formato Reducido)

Anita y Sus Amigos (Little Annie Rooney)
Adventures de Aguilucho (Tim Tyler's Luck)
Brick Bradford (Brick Bradford)
Cuarto y Comida (Room and Board)
Cuquita la Mecanógrafa (Tillie The Toiler)
Educando a Papá (Bringing Up Father)
El Auto-Radio Policiaco (Radio Patrol)
El Fantasma (The Phantom)
El Principe Valiente (Prince Valiant)
El Ratón Miguelito (Mickey Mouse)
Henry (Henry)
La Gatita Princesa (Pussycat Princess)
Maldades de Dos Pilluelos (Katzenjammer Kids)
Mandrake el Mago (Mandrake The Magician)
Papá Gallo y Familia (Home Sweet Home)
Pepita (Blondie)
Popeye el Marino (Thimble Theatre, starring Popeye)
Rey de la Policia Montada (King of the Royal Mounted)
Roldán el Temerario (Flash Gordon)

Tamaño de Media Pagina "Standard"

Aunque Vd. no lo Crea (Believe it or Not)
El Guardián Solitario (El Llanero Solitario) (Lone Ranger)
El Pato Pascual (Donald Duck)

Jim de la Selva (Jungle Jim)—Tamaño de menos de una media página "standard."
Pedro Harapos (Pete the Tramp)

Nota: Las páginas marcadas con un asterisco llevan una historieta independiente en la parte superior, que podemos vender por separado, en matrices para ser publicada en negro o en colores.

Suplementos Cómicos

También imprimimos suplementos cómicos consistentes en 4, 8 o 16 páginas en colores, los cuales enviamos a nuestros clientes, listos para ser repartidos con sus ediciones del sábado o domingo. Para poder cotizar precios, necesitamos que se nos indique el número de suplementos que el periódico necesita cada semana, el tamaño, ya sea "standard" o "tabloide", y el número de páginas.

Tiras Cómicas Diarias

(*Las tiras se suministran en matrices de 5 columnas de ancho, para ser impresas sólo en negro, 6 veces por semana*)

Educando a Papá (Bringing Up Father)
El Agente Secreto X-9 (Secret Agent X-9)
El Detective Wade (Inspector Wade)
El Pato Pascual (Donald Duck)
El Ratón Miguelito (Mickey Mouse)
El Gato Felix (Felix The Cat)
Popeye el Marino (Thimble Theatre, starring Popeye)

Revista Semanal en Tamaño "Tabloide"

Una revista de ocho interesantes y atrayentes páginas, suministrada ya impresa o en matrices una vez por semana. Las páginas pueden venderse en cantidades desde una hasta ocho semanales, según la conveniencia del cliente. Sírvase indicar la cantidad y el número de páginas que desee.

[fol. 2957]

Página *1—Portada. Dibujada por famosos artistas.
2—Historia corta, de viajes, aventuras o idilios.
3—Historia o artículo de interés general.
*4—Página interior, doble.

5—Artículo principal.
6—Historia o artículo de interés general.
7—Página de Belleza.
*8—Página de Modas, por Carolyn Crew.

*Las páginas marcadas con un asterisco se suministran con matrices para negro o para cuatro colores. Las otras páginas se suministran con matrices para negro solamente.

Página Semanal de Magazine en Tamaño Grande (Standard)

Página de Magazine—Una atrayente página cada semana sobre temas de interés universal, profusamente ilustrada con fotografías y dibujos. Se suministra en forma de pruebas y matrices de las ilustraciones, con el texto en español en forma mimeográfica, listo para ser montado en tipo. También se suministra esta página con el texto en español incluído en la matriz.

Magazine Para Todos

Magazine Para Todos—Interesante servicio semanal suministrado con matrices de las ilustraciones y el texto en español en forma mimeográfica, listo para ser montado en tipo. Está compuesto de lo siguiente:

Los Ultimos Dictados de la Moda—Con ilustración a tres columnas. Las últimas modas femeninas discutidas por una autoridad en la materia.

El Cultivo de la Belleza—Con ilustración a dos columnas. Consejos sobre los diversos problemas del tocador.

Viajes de Tres Minutos—Con ilustración a una columna. Un articulo corto sobre viajes y costumbres.

¿Sabe Usted la Respuesta?—Doce interesantes preguntas y sus respuestas correspondientes.

Datos Curiosos—Doce a más hechos curiosos recogidos de todas partes del mundo.

Para el Ama de Casa—Seis o más consejos útiles, prácticos y sencillos, sobre problemas caseros.

Gráficas de Actualidad Mundial

De ocho a diez ilustraciones diarias (excepto los domingos) de sucesos y personajes de actualidad mundial. Diar-

iamente se incluye una ilustración de modas y una de deportes. Las ilustraciones se proporcionan en forma de pruebas y matrices. Las epigrafes en español van en forma mimeográfica, listos para ser montados en tipo.

A los periódicos que no estén en condiciones de utilizar el servicio completo (seis dias por semana) podemos suministrárselo 3 o 4 días por semana.

Este servicio puede enviarse por correo aéreo. En este caso, el franqueo aéseo es por cuenta del cliente.

La Moda de Hoy por Prunella Wood

Tres entregas por semana. Cada una se compone de un artículo sobre las últimas modas femeninas, acompañado de un dibujo a dos o tres columnas ilustrando las prendas o modelos que se describen. La ilustración se proporciona en forma de matriz y el texto en español en forma mimeográfica, listo para ser montado en tipo.

[fol. 2958] Aunque Usted no lo Crea por Robert L. Ripley

Hechos auténticos que parecen mentira, ilustrados en dramáticos dibujos a tres columnas, con las leyendas en español incluidas en la matriz. Diario, excepto los domingos. La comprobación de los hechos ilustrados se proporciona por separado, en español en forma mineográfica. También se proporciona este servicio para publicación dominical, en tamaño de media página 'standard,' enforma de pruebas y matrices para impresión en negro o a cuatro colores, con los textos en español ya incluídos en la matriz.

Servicios Adicionales que se Suministran Desde Buenos Aires

Además de los servicios arriba mencionados, que son producidos en nuestras oficinas de Nueva York y suministrados desde ellas en español, ofrecemos las siguientes en al mismo idioma, que pueden obtenerse de nuestro oficina de Buenos Aires.

Tiras Cómicas Diarias

Carozo Pimienta (Henry)—4 y 5 columnas.
Mandrake el Mago (Mandrake The Magician)—5 columnas.
El Fantasma (The Phantom) 4 columnas.

Farolito (Tim Tyler's Luck)—4 columnas.
Titina (Tillie The Toiler)—4 columnas.
Barney Gugle (Barney Google)—4 columnas.
Breves Tragedias de la Vida Moderna (Toots & Casper)—4 columnas.
Hogar Dulce Hogar (Blondie)—4 columnas.
Chicos Terribles (Muggs & Skeeter)—4 columnas.
Los Enredos de Coquita (Etta Kett)—4 columnas.
El Rey de la Policia Montada (King of the Royal Mounted)—4 columnas.
El Profesor Nimbus (Professor Nimbus)—4 columnas.
La Patrulla Policial (Radio Patrol)—4 columnas.
Don Jacobo (Polly and Her Pals)—4 columnas.
La Pequeña Anita (Little Annie Rooney)—4 columnas.
Lo Llaman Burbuja (Just Kids)—4 columnas.
Dick Bradford (Brick Bradford)—4 columnas.
Cachito—(Skippy)—4 columnas.
El Guardabosque Solitario (Lone Ranger)—4 columnas.
Viendo Estrellas (Seein' Stars)—2 columnas.

Páginas Dominicales en Español a 4 Columnas, En Matrices

Don Jacobo (Polly and Her Pals)
El Orgullo de la Familia (That's My Pop)
Breves Tragedias de la Vida Moderna (Toots and Casper)
Lo Llaman Burbuja (Just Kids)

"Bridge," por Josephine Culbertson

Artículos diarios en los que se explica, en forma clara, sencilla y fácil de entender, la manera como debe jugarse el "bridge". Este servicio se suministra en matriz completa, a dos columnas y en español.

[fol. 2959]

List of Foreign Representatives

Latin America

Agent	Representative for
Mr. J. D. Fendell Apartado Aéreo 3803 Apartado Postal 2753 Bogota, Colombia Cable Address: Kingjack, Bogota	Colombia Costa Rica Ecuador Nicaragua Panama Peru Venezuela
Mr. Percy Forster King Features Syndicate, Inc. Diagonal Norte 616 Buenos Aires, Argentina Cable Address: Internews, Baires	Argentina Bolivia Chile Paraguay Uruguay
Mr. Arroxellas Galvao 91 Avenida Rio Branco Caixa Postal 206 Rio de Janeiro, Brazil Cable Address: Internews, Rio	Brazil
Mr. Salvador Mendoza King Features Syndicate, Inc. Apartado 1719 Mexico, D. F. Mexico Telegraph Address: Dr. Mora 9	British Honduras Guatemala Honduras Mexico El Salvador
Mr. Antonio Mora Apartado 1646 Havana, Cuba Cable Address: Anmora, Havana	Cuba Dominican Republic

Great Britain and British Empire

Agent	Representative for
Mr. Frank C. Betts Blackfriars House New Bridge Street London E. C. 4, England Cable Address: Edital, London	Eire Great Britain
Mr. Comper Gray African Publicity Services 616 Boston House Strand Street Capetown, South Africa Cable Address: Transafric, Capetown	Union of South Africa
Mr. David Yaffa Yaffa Syndicate Warwick Building Hamilton Street Sydney, Australia Cable Address: Yaffa, Sydney	Australia Tasmania

[fol. 2960]

Yaffa Newspaper Service P. O. Box 509 Wellington, New Zealand Cable Address: Yaffas, Wellington	New Zealand

Other European Countries

Agent	Representative for	
Mr. Bjarne Steinsvik Bull's Pressetjanst A/B Drottninggaten 6 Stockholm, Sweden Cable Address: Pressbull, Stockholm	Denmark Estonia Finland Iceland	Latvia Lithuania Russia Sweden
Mr. Bjarne Steinsvik Bull's Pressetjeneste Fr. Nansenplass 5 Oslo, Norway Cable Address: Bullpress, Oslo	Norway	
Mr. Paul Winkler Opera Mundi 7, Rue de la Paix Paris, 2, France Cable Address: Peramundi, Paris	Algeria Belgium France Holland Morocco	Portugal Spain Switzerland Syria Tunisia
Mr. László Dormándj Pantheon Press Service 20, Avenue de Breteuil Paris, VII, France Cable Address: Pantpress, Paris	Bulgaria Greece Hungary Rumania Yugoslavia	
Mr. Rudolf Reymer Carl Duncker Verlag Potsdamerstrasse 81 D Berlin, W. 35, Germany Cable Address: Dunckerverlag, Berlin	Germany Turkey	
Mr. Guglielmo Emanuel Via Porta Pinciana 6 Rome, Italy Cable Address: Internews, Rome	Italy and Colonies	

All Others

Agent	Representative for	
Mr. Frederick S. Marquardt C/o Philippine Free Press P. O. Box 457 Manila, P. I. Cable Address: Freepress, Manila	Philippine Islands	

[fol. 2961]

Mr. Richard V. Haller 3020-A Hibiscus Drive Honolulu, Hawaii Cable Address: Haller, Honolulu	Hawaiian Islands	
Mr. Charles Moster P. O. Box 1159 Tel-Aviv, Palestine	Arabia Egypt Syria	Iraq Palestine
Mr. Larry Smith Imperial Hotel Tokyo, Japan Cable Address: Internews, Tokyo	Japan	

Mr. Chester Holcombe, China
Manager,
Universal News Features
362-363 Hamilton House
Shanghai, China
Cable Address: Unusfeat, Shanghai

Newspapers in countries not included in above list should write direct to

King Features Syndicate, Inc.
235 East 45th Street, New York City
Cable Address: Kingsyn

	Page
[fol. 2962] Advice to the Lovelorn	21
Alexander Smart, Esq.	5
Baer, Arthur "Bugs"	21, 22
Barclay, Shepard	24, 27
Barney Baxter in the Air	3, 7
Barney Google and Snuffy Smith	3, 5
Beeckman, Mrs. Cornelius	22
Believe It Or Not	5, 20, 21
Big Sister	3, 28
Blondie	3, 5, 7
Brick Bradford	3, 7, 28
Bridge Features	24, 27
Bringing Up Father	3, 5, 7
Bundesen, Dr. Herman N.	22
Bunky	6
Chatfield, Caroline	22
Clendening, Dr. Logan	23, 27
Culbertson, Josephine	24
Curley Harper	6
Cuties	4
Dafoe, Dr. Allan Roy	21, 22
Diet and Exercise	24
Dionne Quintuplets	20
Donald Duck	3, 6
Dress Patterns	17
Durling, E. V.	23
Economics	23
Editorial Drawings and Cartoons	5, 20, 22, 23, 27
Editorial Columns	21, 22, 23
Elmer	5, 6, 7
Elza Poppin	3
Etta Kett	3, 5, 6, 7, 28
Ettiquette	22

	Page
Fairfax, Beatrice	21
Family Portraits	5, 6, 7
Fashion and Beauty	24
Felix the Cat	3, 5, 7
Finance	23
Fishbein, Dr. Morris	22
Flash Gordon	3, 5, 7
Forbes, B. C.	23
Foreign Representatives	36, 37, 38
Happigrams	22
Hall of Fame of the Air	6
Haney, Dr. Lewis	23
Health and Medicine Columns	21, 22, 23, 27
Hellinger, Mark	21
Henry	3, 6, 7
Hill, Edwin C.	23
Hollywood Movie Letter	24
Home Sweet Home	7
Horoscope Features	22, 23
Hughes, Alice	21, 22
Inspector Wade	3
Just Kids	3, 5, 7
Kain, Ida Jean	24
Katzenjammer Kids	5, 6, 7
Killgallen, Dorothy	22
King, Fay	22
King of the Royal Mounted	3, 6, 7
Krazy Kat	3, 7
Laff-a-Day	4
Listen World	22
Little Annie Rooney	3, 5, 6, 7
Little Jimmy	7
Little King, The	5, 6
Little Miss Muffet	3
Lone Ranger, The	3, 6, 7
Lovebyrds, The	6
Love and Marriage Columns	21, 22
Lyons, Leonard	22
Magazine Pages	19, 20
Magazine Page Mats	23
Mallon, Paul	23
Mandrake the Magician	3, 8
Mickey Mouse	3, 5, 6, 8

	Page
Ming Foo	6
Movie Features	24
Muggs and Skeeter	3, 28
Myers, Dr. Garry C.	27
Needlecraft Patterns	18
News Picture Mats	16
New York Columns	21, 22
Noah Numskull	28
Old Home Town, The	4, 28
Pete, the Tramp	6, 8
Phantom, The	3, 6, 8
Polly and Her Pals	3, 5, 6, 8
Popeye	3, 5, 6, 8
Prince Valiant	5, 8
Professor Nimbus	4
Pussycat Princess	6, 8
Puzzle and Quiz Features	21, 22, 24, 28
Reader Mail	17
Right Around Home	5, 8, 21
Ripley, Robert L.	5, 20, 21
Robb, Inez	22
Robinson, Elsie	22
Room and Board	4, 5, 6, 8
Rowland, Helen	22
Runyon, Damon	21
Sally's Sallies	4, 28
Scott's Scrap Book	22, 27
Secret Agent X-9	4
Seein' Stars	6, 21, 24
Sentinel Louie	6
Sergeant Pat of Radio Patrol	4, 6, 8
Silly Symphony	6, 8
Skippy	4, 5, 6, 8
Snickeroos	4
Sobol, Louis	21, 22
Sonnysayings	4
Squirrel Cage, The	6
Sunflower Street	4
Sweet Land of Liberty	22
They'll Do It Every Time	4
Thimble Theatre	4, 5, 6, 8
Tillie the Toiler	4, 5, 6, 8
Tim Tyler's Luck	4, 5, 6, 8

	Page
Tippie	4, 6, 8
Toots and Casper	4, 5, 6
Top Strips	7
Tuffy	4
Weekly Newspapers, Features for	24
What Do You Know?	22
What's the Answer?	22
Winchell, Walter	21, 22
Wishing Well	22
Your Figure, Madame	24
Your Individual Horoscope	22

[fol. 2963] DEFENDANTS' EXHIBIT No. 16-B

May 7, 1943.

KFS—FEATURE LIST

Daily Comics

Barney Baxter.
Barney Google.
Big Sister.
Blondie.
Boogie Woogie.
Brick Bradford.
Bringing up Father.
Cuties.
Dr. Bobbs.
Donald Duck.
Elza Poppin.
Etta Kett.
Flash Gordon.
Felix.
Hatlo.
Henry.
Junior Mischiefs.
Just Kids.
King of Royal Mounted.
Krazy Kat.
Laff-A-Day.
Little Annie Rooney.
Little Miss Muffet.

Daily Comics—Continued

Lone Ranger.
Mandrake the Magician.
Mickey Mouse.
Muggs and Skeeter.
Noah Numbskull.
Old Home Town.
Phantom.
Private Bregar.
Private Buck.
Radio Patrol.
Right Around Home.
Room and Board.
[fol. 2964] Sally's Sallies.
Secret Agent.
Skippy.
Sonnysayings.
Sunflower Street.
Thimble Theatre.
Tillie the Toiler.
Tim Tyler's Luck.
Tippie.
Toots and Casper.
Tuffy.
Roy Crane.

Sunday Comics

Aladdin, Jr. (top strip—Simple Tricks of magic).
Barney Baxter.
Barney Google (top strip—Bunky).
Blondie (top strip—Col. Potterby and Duchess).
Brick Bradford.
Bringing up Father (top strip—Rosie's Bean).
Donald Duck.
Elmer (top strip—Alexander Smart).
Felix.
Flash Gordon (top strip—Jungle Jim).
Henry.
It's A Girl's Life.
Just Kids.
Katzenjammer Kids (top strip—Dinglehoofer and His Dog).
King of the Royal Mounted.
Krazy Kat.

Lone Ranger.
Little Annie Rooney.
Little King.
Mandrake the Magician.
Etta Kett.
[fol. 2965] Mickey Mouse (top strip—Jose Carioca).
Phantom.
Pete the Tramp.
Polly and Pals (top strip—And so they were married, alternating with Belles and Wedding Bells).
Prince Valiant.
Pussycat Princess.
Radio Patrol.
Rocky Mason
Right Around Home.
Room and Board (top strip—Squirrel Cage).
Skippy.
Thimble Theatre (top strip—Sappo).
Tillie the Toiler (top strip—Van Swaggers).
Tim Tyler's Luck (top strip—Curley Harper).
Tippie.
Toots and Casper (top strip—It's Papa who Pays).
Roy Crane.

Daily Miscellaneous Features

Major General Barrows articles.
Book of the Month.
Beat the Quiz Kids.
Barclay Bridge.
Bugs Baer Box.
Bugs Baer Column.
Big Four Serials.
Dr. Bundesen.
Harrison Carroll.
Cargill cartoons.
Dr. Crane.
Bill Corum.
Crossword Puzzle—CP.
Crossword Puzzle—KFS.
Crossword Puzzle—Spanish.
Culbertson Bridge—7 a week.
Diary Fashion Model.
[fol. 2966] Factographs.

Daily Miscellaneous Features—Continued

Factoquiz.
Fairfax Articles.
Fashion Flashes.
Fay King.
Gardengraphs.
Grab Bag.
Good Manners.
Half Tone Fashions.
Lewis Haney.
Individual Horoscope—7 a week.
Ida Jean Kain.
Dorothy Kilgallen.
Listen World.
Looking at Life.
Paul Mallon.
Newsphotos.
On the Side—7 a week.
London Illustrated Papers feature.
Dan Parker.
Qui Vive Beauty.
Ripley.
Inez Robb—7 a week.
Helen Rowland.
Damon Runyon—7 a week.
Scott's Scrapbook.
Serial Fiction—CP.
Sobol—7 a week.
Stewart's Washington Column.
Today's Fashions.
This Day in History.
Weekly Sunday School and Bible strip.
Wife Preservers.
What do you Know?
What's the Answer?
Winchell.
Woman's New York—7 a week.
[fol 2967] Wishing Well—7 a week.
You're Telling Me.
Sords Sports.

Sunday Miscellaneous Features

Bugs Baer.
Crossword Puzzle.
Dionne Pictures.
Helliger Short Story.
Novel a Week.
Puzzle page.
Ripley.
Elsie Robinson page.
Seein' Stars.
Theatrical Letter.
Six standard misc. pages.
Tabloid magazine pages.

Daily Magazine

Beauty Box.
Big Photo Feature Service.
Dr. Glendening.
Denhoff food articles.
Adele Garrison.
Around the American.
Goodnight Stories.
Home Making Helps.
Horoscope.
Household Hints.
House Plans.
Dr. Myers.
Oddities of the War.
Today's Menus.
[fol. 2968] This Week in the Sky.
Words of the Wise.
Wood Fashions.

News Mats

Bulletin news mats.
Cleveland News mats.
Cleveland Sports mats.
Nighthawk.
Pictorial pages.
Weekly Sports Pictorial.
By-Line page—matted.

[fol. 2969] DEFENDANTS' EXHIBIT No. 17 Id.

Agreement

Made this —— day of ——, 19—, at New York, N. Y., between King Features Syndicate, Inc., a New York corporation, *International News Service Department*, hereinafter referred to as International News Service and —— the owner and publisher of the newspaper hereinafter named, hereinafter called the Publisher.

Witnesseth: That for and in consideration of the sum of one Dollar ($1.00) by each to the other in hand paid, the receipt whereof is hereby acknowledged, and of the mutual covenants herein contained, the parties hereto have agreed:

First: International News Service hereby bargains and sells to the Publisher the right and privilege of publishing in the —— a newspaper printed in the English language at ——, its report as hereinafter described to wit: —— and agrees as far as practicable to deliver to the Publisher such news report.

Said —— report shall be filed to the Publisher at ——, or elsewhere if International News Service so elects.

Second: The Publisher agrees to provide at his expense any necessary quarters for the wire and printer-telegraph machines or other equipment, and to defray the cost of any necessary wire, installation and power current required for the operation of printer-telegraph machines or other equipment, and agrees to receive and accept said news report and to pay therefor without deduction to International News Service, at its New York office, during the term of this agreement and any extensions thereof, the sum of —— weekly in advance, Provided (1) that International News Service shall not be required to furnish such Report on Sundays or later than twelve o'clock noon on Christmas Day, the Fourth of July or Labor Day. (2) that if the telephone or telegraph companies to which tolls are paid on behalf of the Publisher by International News Service raise the tolls on said news report, or increase the rental rate on printer-telegraph machines or other equipment supplied by them; or in case of an increase in the remuneration of telegraph operators by a general revision of wage contracts, said Publisher shall also pay the increases in such tolls, rental

or wages to International News Service. (3) that in case of a war or any other extraordinary event requiring an additional or extraordinary expenditure of $500.00 or more weekly by International News Service in securing and delivering the news of same, International News Service may assess and the Publisher shall pay International News Service an additional weekly sum not to exceed 25% of the Publisher's regular weekly payments, for a period co-incident with said extraordinary expenditure by International News Service. (4) that if said news Report or any wire or other facilities used in the transmission thereof shall be hereafter made subject to any Federal, State or Municipal tax of any kind payable either directly or indirectly by International News Service, the Publisher shall reimburse International News Service for the proportion thereof, as determined by International News Service, properly applicable to said news Report.

Third: The Publisher agrees not to furnish, or permit to be furnished, by its employees or from its office any portion of the International News Service report or any news tips therefrom to any other person, corporation, publication or publisher, or make any other use thereof than in the above-mentioned newspaper, without the written consent of International News Service, and further agrees to respect all release pledges on advance matter and to carry copyright lines on all copyrighted matter, and to carry the International News Service credit line wherever it appears in the service copy.

Fourth: The Publisher agrees to furnish to International News Service at the office of the Publisher for publication and/or distribution all local news and special service from tributary news territory collected by the Publisher, without cost to International News Service.

Fifth: The Publisher agrees to turn on the printer-telegraph machine promptly each day that service is furnished and to protect from ill usage the printer-telegraph machines or other equipment installed for the delivery of this report in its premises and to be responsible for any damage thereto due to its own acts or its own negligence or that of any of its employees. The Publisher further agrees to pay any expense incurred in connection with the transfer or relocation of any equipment after the original installation thereof.

Sixth: It is mutually agreed that International News Service reserves the right to make working arrangements and exchanges of news and wire facilities with other press associations, publishers or persons and to sell said news report to any other party or parties.

Seventh: It is further mutually agreed that International News Service, shall, in no event, be liable to the Publisher for any loss, injury, or damage that the Publisher may sustain, or be compelled to pay by reason of the publication of any matter furnished to the Publisher by International News Service.

Eighth: This agreement is made subject to the ability of wire companies to furnish the necessary facilities and the continuance of intermediate clients now on the circuit unless International News Service is satisfied with the rate named in this agreement, or same can be mutually readjusted.

Ninth: This agreement shall continue for five years from ——, 19— and shall thereafter renew itself continuously for periods of five years unless either party shall notify the other by registered letter received at least one year before the beginning of the first renewal period or any subsequent renewal periods, of its desire to terminate this agreement, in which event this agreement shall terminate at the beginning of the next renewal period which would have commenced thereafter; otherwise it shall remain in full force and effect, subject to all terms and conditions hereof. In the event of a sale, transfer or consolidation of the aforesaid newspaper property of the Publisher, the Publisher hereby guarantees that his successors or assignees will fulfil the terms and conditions herein contained for the full term of this agreement or any extensions thereof.

Tenth: Should the Publisher fail to make the weekly payments hereinabove provided to be paid, the International News Service shall have the right to discontinue its service to the Publisher without notice, but such discontinuance shall not be construed to be a surrender of any of its legal or equitable rights hereunder. The failure of International News Service to exercise the said right in any instance, however, shall not be construed as a waiver of its right to do so in the case of any subsequent default by the Publisher in making the said weekly payments.

Eleventh: It is expressly understood and agreed that this contract is not binding upon International News Service unless signed by a corporate officer of International News Service, and that it contains all of the agreements between the parties hereto and that there are no oral, collateral or other agreements which are not herein set forth.

Witness:

As to the King Features Syndicate, Inc., International News Service Department —— ——. As to Publisher— —— ——.

Signed: King Features Syndicate, Inc., International News Service Department, by —— ——, Publisher— by —— ——.

[fol. 2970] Agreement

Made this —— day of ——, 19—, at New York N. Y., between King Features Syndicate, Inc., a New York corporation, *International News Service Department*, hereinafter referred to as International News Service and —— the owner of Radio Station hereinafter named, hereinafter called the Broadcaster.

Witnesseth: That for and in consideration of the sum of one Dollar ($1.00) by each to the other in hand paid, the receipt whereof is hereby acknowledged, and of the mutual covenants herein contained, the parties hereto have agreed:

First: International News Service hereby bargains and sells to the Broadcaster the right and privilege of Broadcasting over Radio Station —— located at ——, its report as hereinafter described to wit: ——and agrees to deliver to the Broadcaster such news report. The covenant by International News Service to deliver the said news report shall not be deemed breached if International News Service is unable to make such delivery as a result of any governmental order or regulation, conditions created by the existence of a state of war, invasion by armed forces, insurrection, riot, strike or other labor trouble, Act of God, or any other cause whatsoever beyond its control.

Said —— report shall be filed to the Broadcaster at ——, or elsewhere if International News Service so elects.

Second: The Broadcaster agrees to provide at his expense any necessary quarters for the wire and printer-telegraph

machines or other equipment, and to defray the cost of any necessary wire, installation and power current required for the operation of printer-telegraph machines or other equipment, and agrees to receive and accept said news report and to pay therefore without deduction to International News Service, at its New York office, during the term of this agreement and any extensions thereof the sum of —— weekly in advance.

Third: The Broadcaster agrees not to furnish, or permit to be furnished, by its employees or from its office any portion of the International News Service report or any news tips therefrom to any other person, corporation, publication or publisher or Radio Station or make any other use thereof than in the above-mentioned Radio Station, without the written consent of International News Service, and further agrees to respect all release pledges on advance matter and to carry copyright lines on all copyrighted matter.

Fourth: The Broadcaster agrees to turn on the printer-telegraph machine promptly each day that service is furnished and to protect from ill usage the printer-telegraph machines or other equipment installed for the delivery of this report in its premises and to be responsible for any damage thereto due to its own acts or its own negligence or that of any of its employees. The Broadcaster further agrees to pay any expense incurred in connection with the transfer or relocation of any equipment after the original installation thereof.

Fifth: It is mutually agreed that International News Service reserves the right to make working arrangements and exchanges of news and wire facilities with other press associations, publishers, radio stations or persons and to sell said news report to any other party or parties.

Sixth: It is further mutually agreed that International News Service, shall, in no event, be liable to the Broadcaster for any loss, injury, or damage that the Broadcaster may sustain, or be compelled to pay by reason of the Broadcasting of any matter furnished to the Broadcaster by International News Service.

Seventh: This agreement shall continue for five years from ——, 19—, and shall thereafter renew itself continuously for periods of five years unless either party shall notify the other by registered letter received at least six months before the beginning of the first renewal period or any subsequent renewal periods, of its desire to terminate this agreement, in which event this agreement shall terminate at the beginning of the next renewal period which would have commenced thereafter; otherwise it shall remain in full force and effect, subject to all terms and conditions hereof. In the event of a sale, transfer or consolidation of the aforesaid Radio Station, the Broadcaster hereby guarantees that his successors or assignees will fulfill the terms and conditions herein contained for the full term of this agreement or any extensions thereof.

Eighth: It is agreed that if the telephone or telegraph companies, to which tolls are paid on behalf of the Broadcaster by International News Service, raise the tolls on said news report, or increase the rental rate on printer-telegraph machines or other equipment supplied by them; or in case of an increase in the remuneration of telegraph operators by a general revision of wage contracts, said Broadcaster shall also pay the increases in such tolls, rental or wages to International News Service. (1) that in case of a war or any other extraordinary event requiring an additional or extraordinary expenditure of $500.00 or more weekly by International News Service in securing and delivering the news of same, International News Service may assess and the Broadcaster shall pay International News Service an additional weekly sum not to exceed 25% of the Broadcaster's regular weekly payments, for a period coincident with said extraordinary expenditure by International News Service. (2) that if said news report or any wire or other facilities used in the transmission thereof shall be hereafter made subject to any Federal, State or Municipal tax of any kind payable either directly or indirectly by International News Service, the Broadcaster shall reimburse International News Service for the proportion thereof, as determined by International News Service, properly applicable to said news report.

Ninth: Should the Broadcaster fail to make the weekly payments hereinabove provided to be paid, the Interna-

tional News Service shall have the right to discontinue its service to the Broadcaster without notice, but such discontinuance shall not be construed to be a surrender of any of its legal or equitable rights hereunder. The failure of International News Service to exercise the said right in any instance, however, shall not be construed as a waiver of its right to do so in the case of any subsequent default by the Broadcaster in making the said weekly payments.

Tenth: This agreement and all its provisions are subject to the rules and regulations now in force or hereafter adopted by the Federal Communications Commission, and neither party to this agreement shall be liable in damages to the other if prevented from carrying out the provisions of this agreement by reason of any rule, regulation, or order of said Federal Communications Commission.

Eleventh: Broadcaster agrees to furnish to International News Service at the office of the Broadcaster, without cost to International News Service, all the local news and special service from tributary news territory collected by the Broadcaster and to make no subsequent news service arrangements which will interfere in any way with the fulfillment of all the Broadcaster's obligations under Article Eleventh of this agreement.

Twelfth: It is expressly understood and agreed that this contract is not binding upon International News Service unless signed by a corporate officer of International News Service, and that it contains all of the agreements between the parties hereto and that there are no oral, collateral or other agreements which are not herein set forth.

Signed: King Features Syndicate, Inc., International News Service Department, by ——, Broadcaster, by ——.

Witness: As to the King Features Syndicate, Inc., International News Service Department. ——. As to Broadcaster. ——

[fol. 2971] Asset Value Agreement

Franchise in Perpetuity

Made this — day of ——, 19—, at New York, N. Y., between King Features Syndicate, Inc., a New York corporation, *International News Service Department*, hereinafte

referred to as International News Service and —— the owner and publisher of the newspaper hereinafter named, hereinafter called the Publisher.

Witnesseth: That for and in consideration of the sum of One ($1.00) Dollar by each to the other in hand paid, the receipt whereof is hereby acknowledged, and of the mutual covenants herein contained, the parties hereto have agreed:

First: International News Service hereby bargains and sells to the Publisher the right and privilege of publishing in the —— a newspaper printed in the English language at ——, its report as hereinafter described to wit:

and agrees to deliver to the Publisher such news report. The covenant by International News Service to deliver the said news report shall not be deemed breached if International News Service is unable to make such delivery as a result of any governmental order or regulation, conditions created by the existence of a state of war, invasion by armed forces, insurrection, riot, strike or other labor trouble, Act of God, or any other cause whatsoever beyond its control.

Said —— report shall be filed to the Publisher at ——, or elsewhere if International News Service so elects.

Second: The Publisher agrees to provide at his expense any necessary quarters for the wire and printer-telegraph machines or other equipment, and to defray the cost of any necessary wire, installation and power current required for the operation of printer-telegraph machines or other equipment, and agrees to receive and accept said news report and to pay therefor without deduction to International News Service, at its New York office, during the term of this agreement and any extensions thereof, the sum of —— weekly in advance, Provided (1) that International News Service shall not be required to furnish such Report on Sundays or later than twelve o'clock noon on Christmas Day or the Fourth of July. (2) that if the telephone or telegraph companies to which tolls are paid on behalf of the Publisher by International News Service raise the tolls on said news report, or increase the rental rate on printer-telegraph machines or other equipment supplied by them; or in case of an increase in the remuneration of telegraph operators by a general revision of wage contracts, said Publisher shall also pay the increase in such tolls, rental or wages to Interna-

tional News Service. (3) that in case of a war or any other extraordinary event requiring an additional or extraordinary expenditure of $500.00 or more weekly by International News Service in securing and delivering the news of same, International News Service may assess and the Publisher shall pay International News Service an additional weekly sum not to exceed 25% of the Publisher's regular weekly payments, for a period co-incident with said extraordinary expenditure by International News Service. (4) that if said news Report or any wire or other facilities used in the transmission thereof shall be hereafter made subject to any Federal, State or Municipal tax of any kind payable either directly or indirectly by International News Service, the Publisher shall reimburse International News Service for the proportion thereof, as determined by International News Service, properly applicable to said news Report.

Third: The Publisher agrees not to furnish, or permit to be furnished, by its employees or from its office any portion of the International News Service report or any news tips therefrom to any other person, corporation, publication or publisher, or make any other use thereof than in the above-mentioned newspaper, without the written consent of International News Service, and further agrees to respect all release pledges on advance matter and to carry copyright lines on all copyrighted matter, and to carry the International News Service credit line wherever it appears in the service copy.

Fourth: The Publisher agrees to furnish to International News Service at the office of the Publisher for publication and/or distribution all local news and special service from tributary news territory collected by the Publisher, without cost to International News Service.

[fol. 2972] Fifth: The Publisher agrees to turn on the printer-telegraph machine promptly each day that service is furnished and to protect from ill usage the printer-telegraph machines or other equipment installed for the delivery of this report in its premises and to be responsible for any damage thereto due to its own acts or its own negligence or that of any of its employees. The Publisher further agrees to pay any expense incurred in connection with the transfer or relocation of any equipment after the original installation thereof.

Sixth: It is mutually agreed that International News Service reserves the right to make working arrangements and exchanges of news and wire facilities with other press associations, publishers or persons and to sell said news report to any other party or parties.

Seventh: It is further mutually agreed that International News Service, shall, in no event, be liable to the Publisher for any loss, injury, or damage that the Publisher may sustain, or be compelled to pay by reason of the publication of any matter furnished to the Publisher by International News Service.

Eighth: This agreement is made subject to the ability of wire companies to furnish the necessary facilities and the continuance of intermediate clients now on the circuit unless International News Service is satisfied with the rate named in this agreement, or same can be mutually readjusted.

Ninth: This agreement shall continue for five years from ——, 19— and shall thereafter renew itself continuously for periods of five years unless the Publisher notifies International News Service by registered letter received at least one (1) year before the beginning of the first renewal period or any subsequent renewal periods, of its desire to terminate this agreement, in which event this agreement shall terminate at the beginning of the next renewal period which would have commenced thereafter; otherwise it shall remain in full force and effect, subject to all terms and conditions hereof. In the event of a sale, transfer or consolidation of the aforesaid newspaper property of the Publisher, the Publisher hereby guarantees that his successors or assignees will fulfill the terms and conditions herein contained for the full term of this agreement or any extensions thereof.

Tenth: Should the Publisher fail to make the weekly payments hereinabove provided to be paid, the International News Service shall have the right to discontinue its service to the Publisher without notice. The failure of International News Service to exercise the said right in any instance, however, shall not be construed as a waiver of its right to do so in the case of any subsequent default by the Publisher in making the said weekly payments.

Eleventh: (a) International News Service fixes the sum of $—— as the asset value of this franchise during the first

five years of the term hereof. It is mutually understood and agreed, however, that if the Publisher makes payments hereunder (including additional payments under Paragraph "Second" hereof), during the first five years of the term hereof, greater than twice the asset value as hereinbefore set forth, then, and in that event, the aforesaid asset value, simultaneously with such excess payments, shall be increased at the end of each year during the first five years of the term hereof, by an amount equal to Fifty (50%) percent of such excess payments made during any such year. Except as hereinafter set forth, for a period covering all succeeding years of this contract, the aforesaid asset value shall be increased at the end of each year during any period of renewal of the original term hereof by Ten (10%) percent of the total annual payments made in such year by the Publisher. Should International News Service at any time during the life of this agreement sell the service herein contracted for to an evening and/or morning newspaper, unconnected with the Publisher, and not now receiving such service, and situated within the corporate limits of the Publisher's city, then International News Service agrees, as one of the conditions of the sale of service to such other newspaper, to collect from the owner of such other newspaper and pay over to the Publisher, at least five (5) days prior to the commencement of service to such other newspaper, a sum equal to the then asset value, under the terms hereof, at the time of such sale of service; but in no event shall such sum collected and to be paid over by International News Service exceed ten times the total annual payment made by the Publisher to International News Service during the calendar year immediately preceding such sale. When International News Service shall have made such collection and payment over, it shall be and be deemed to be a complete liquidation and payment of the asset value hereunder, up to and including the date of commencement of service to such other newspaper.

(b) Thereafter, and at the date of commencement of service to such other newspaper, as hereinbefore set forth, a new asset value shall accrue hereunder. Such new asset value, at the termination of any year of the next succeeding term of five years, beginning with the date of the commencement of service to such other newspaper, shall be a sum equal to Fifty (50%) percent of the total payments made by

the Publisher to International News Service hereunder, during all preceding years of such period. At the expiration of each succeeding year, after the termination of said period of five years, there shall be added to the new asset value a sum equal to Ten (10%) percent of the total annual payment made during any such year. Payments on account of such new asset value shall be paid over and collected, as herein set forth in subdivision (a) of this paragraph, in the event that the service herein contracted for or any part thereof, is sold by International News Service to any other newspaper not receiving such service, or any part thereof, at the date of re-commencement, at the time when the new asset value, as herein set forth in subdivision (b) of "Paragraph Eleventh," began to accrue, and thereafter, another new asset value shall accrue hereunder and be liquidated in the same manner as herein in subdivision (b) of "Paragraph Eleventh" set forth.

(c) Should the Publisher at any time, under the terms of "Paragraph Second" hereof, make any additional payments, the amount thereof shall be added to the total annual payments used in determining asset value hereunder. It is expressly understood and agreed by and between the parties hereto that if at any time the Publisher (1) defaults in the [fol. 2973] payment of any monies due hereunder or otherwise, or (2) fails in any manner to fulfill any obligations hereunder, or (3) under "Paragraph Ninth" hereof, notifies International News Service of Publisher's desire to terminate this agreement, then, in any of those events, the interest of the Publisher in and to any asset value, or any part thereof, as fixed or determined hereunder, shall forthwith cease and terminate.

(d) Not less than six (6) months prior to the expiration of the initial term of five (5) years and of each succeeding five (5) year period of this agreement, International News Service shall submit to the Publisher, in writing, a schedule of weekly rates to be in effect and payable to International News Service for the above-mentioned news report for each year during the next succeeding five (5) year period. In the event any such schedule of rates is objectionable to the Publisher, the Publisher shall, within ten (10) days of the date of receiving such schedule so notify International News Service, and thereupon each party shall, within ten (10) days thereafter, select one arbitrator, and the two thus

selected shall select a third within ten (10) days after receiving notice of their selection. The said three arbitrators shall accept or reject such new schedule of rates within thirty (30) days after the selection of the third arbitrator, and the decision of any two of them shall be binding on both parties to this agreement. In the event of the rejection of the new schedule by any two of said arbitrators, International News Service shall submit successive schedules until one is accepted by the majority of said arbitrators, it being agreed that the new schedule of rates shall date from the beginning of the period for which the schedule is fixed, as provided in this agreement (irrespective of the date of the decision), and that until a new schedule is accepted by a majority of the arbitrators the rate immediately theretofore in effect shall be paid and credited on account.

(e) The parties agree that, at the date of this agreement, the circulation of the —— is —— and the City of —— has a population of —— within the limits of said City, as such limits are defined and/or used by the Audit Bureau of Circulations in its accounting for newspapers, and growth in circulation and/or population shall be one of the factors taken into consideration in establishing future rates.

Twelfth: It is expressly understood and agreed that this contract is not binding upon International News Service unless signed by a corporate officer of International News Service, and that it contains all of the agreements between the parties hereto and that there are no oral, collateral or other agreements which are not herein set forth.

Signed: King Features Syndicate, Inc. International News Service Department. By —— ——.

Witness: As to the King Features Syndicate, Inc. International News Service Department —— ——.

Publisher—. By —— ——.

As to Publisher— —— ——.

[fol. 2974] Agreement, made this —— day of ——, 19—, in the City of New York, between King Features Syndicate, Inc., hereinafter called "Syndicate," party of the first part, and ——, hereinafter called "Publisher," owner and pub-

lisher of the newspaper mentioned below, published in the city of ——, State of ——, party of the second part.

Witnesseth:

First: The Syndicate hereby agrees to deliver to the Publisher, and the Publisher agrees to accept from the Syndicate, in proof or matrix form —— each for one publication by the Publisher in the newspaper known as —— and for no other use or purpose for the term of —— beginning on the —— day of —— 19—; and shall thereafter renew itself at the rate last in force for like periods unless either party notify the other by registered letter, received at least six months before the end of any of said periods, of its desire to terminate this agreement.

Second: The Publisher agrees to pay for the aforementioned service, to the Syndicate, at the latter's principal place of business, throughout the life of this agreement, at the rate of —— per week in advance and postage, payable weekly; that upon default in any payment, the Syndicate may, with or without notice, terminate this agreement and furnish no further service to the Publisher; but such termination shall not relieve the Publisher from any liability hereunder. The failure of the Syndicate to insist upon prompt payment, as in the aforesaid, shall not be construed as a waiver or relinquishment for the future of the foregoing covenant on the part of the Publisher to be kept and performed.

Third: As a condition hereof the Publisher agrees that all publications hereby allowed shall have duly affixed thereto notice of copyright as prescribed by law and the Publisher further agrees to carry upon such publications such copyright notice and Syndicate credit line as the Syndicate may from time to time designate. The Publisher will not publish or cause to be published in advance of release dates as fixed by the Syndicate any of the matter hereinabove described; and the Publisher agrees to deliver to the Syndicate, free of charge, at least one copy of each issue of —— that it will not permit any person, firm or corporation to publish, or otherwise use, any of the matter hereinabove described, without obtaining in each instance the written consent of the Syndicate.

Fourth: The Syndicate shall not be liable for failure to furnish any or all of the matter hereinabove described, if such failure be due to strikes, fire, floods, delay in or failure of postal service, omission, neglect or refusal on the part of the writers or artists to deliver copy, drawings or cartoons, or to any other cause or causes beyond the Syndicate's control. It is hereby further agreed that Syndicate shall in no event be liable to the Publisher, or to those claiming under or from the Publisher, for any loss, liability, damage or expense which the Publisher may incur, sustain, pay or be compelled to pay by reason of (a) the copying for publication or (b) the publication or sale of any matter or material furnished or delivered hereunder to the Publisher by the Syndicate. The Syndicate reserves the right to make substitution for any feature supplied under this agreement which disappears from the list of said Syndicate, and the Publisher agrees to accept such substituted feature. The Syndicate reserves the right to terminate this agreement at any time hereafter in the event that the above newspaper is circulated or distributed on a basis other than a paid subscription basis.

Fifth: The Publisher covenants and agrees that it will not give or sell to any person, firm or corporation, any of the aforesaid articles, pictures, comics or features or anything that may be furnished to it by the Syndicate, as hereinbefore provided, without the consent in writing first obtained by the Publisher from the Syndicate, and the Publisher further covenants and agrees that the termination of this contract shall end and terminate all rights of publication or of other use of all articles, pictures, comics or features delivered hereunder.

Sixth: Each of the foregoing stipulations and covenants on the part of the Publisher to be kept, observed and/or performed is of the essence of this agreement.

Seventh: If, during the term of this contract, the ownership of the aforesaid newspaper be changed, either by way of sale or otherwise, then this contract and the rights hereunder may be assigned, provided the publisher's assignee or successor in interest agrees in writing to assume performance of all the terms and conditions contained herein. Nothing herein last contained, however, shall relieve the Publisher from full and complete performance hereunder.

Eighth: The entire agreement of the parties is hereinabove set forth.

Witness the hands and seals of the parties hereto, the day and year first above written.

King Features Syndicate, Inc. By ——. ——. By ——.

Witness: ——.
Witness: ——.

[fol. 2975] Agreement

made and entered into this —— day of ——, 19—, by and between King Features Syndicate, Inc. (Central Press Association Department) a corporation organized and existing under and by virtue of the laws of the State of New York, having its principal place of business at 235 East 45th Street, in the City and State of New York, and maintaining a branch office at 1435 East 12th Street, in the City of Cleveland, in the State of Ohio, hereinafter referred to as "Syndicate," and ——, the owner and publisher of the newspaper known as ——, published in the City of ——, State of ——, hereinafter referred to as "Newspaper."

First: The Syndicate agrees to furnish Newspaper with all necessary mats and text in connection with the Daily Quilt and Art Needlework Feature to be used by the Newspaper and it also agrees to deliver to the readers of the Newspaper all such patterns purchased by the readers through said Feature.

Second: Newspaper agrees to publish daily the said Feature and shall not use or publish any other competing service of similar nature.

Third: This agreement shall continue for the term of —— years from —— 19—, and shall thereafter renew itself continuously for periods of one year unless either party shall notify the other by registered letter received at least six months before the beginning of the first renewal period, or any subsequent renewal period, of its desire to terminate this agreement. The obligation of the Syndicate hereunder shall cease in the event that the Quilt and Art Needlework Feature should disappear from the list of said Syndicate.

Four: It is further mutually understood and agreed that should it become necessary because of increasing costs to increase the price of said patterns to the reader, the newspaper shall be notified in writing of such increase at least thirty (30) days in advance and newspaper agrees to notify its readers of said increase immediately and to carry the increased price in the copy commencing on date said increase becomes effective.

Fifth: The Newspaper is to receive two (2) cents for each Quilt and Art Needlework Pattern purchased by its readers, remittances for same to be made monthly to the Newspaper.

King Features Syndicate, Inc. By —— ——.

Witness: —— ——.

Client —— ——. By —— ——.

Witness: —— ——.

[fol. 2976]. Agreement made this — day of ——, 19—, at the City of New York, between King Features Syndicate, Inc. party of the first part, hereinafter referred to as "Syndicate," and —— ——, owner and publisher of the newspaper hereinafter named, published in the City of ——, State of——, party of the second part, hereinafter referred to as "Newspaper."

Witnesseth That for and in consideration of the sum of One Dollar by each to the other in hand paid, the receipt whereof is hereby acknowledged, and of the mutual covenants, herein contained, the parties hereto have agreed as follows:

First: That Syndicate will print for Newspaper a minimum of —— color comic supplements containing the following pages, mats of which Newspaper agrees to furnish to the Syndicate at the latter's place of printing at no cost to the Syndicate and sufficiently in advance to enable Syndicate to print said supplements in accordance with Syndicate's regular printing schedule.

With the first page to include the title heading of —— Syndicate agrees to print such color comic supplements and to deliver the supplements each week to a transportation company at the place of printing, properly packed for

shipment, directed to the Newspaper which fulfills the Syndicate's obligation under this agreement.

Second: The term hereof shall be for a period of —— beginning on the — day of —— 19—, and shall thereafter renew itself for like periods at the rate last in force unless either party notifies the other by registered letter, received at least six months before the end of any of said periods, of its desire to terminate this agreement.

Third: The Newspaper agrees to use the printing facilities of, and to pay to, the Syndicate for the aforesaid service throughout the term of this agreement the sum of $——, per thousand copies to be printed hereunder, in advance each week. It is understood and agreed that the prompt payment of the said weekly installments is of the essence of this agreement, and upon the Newspaper failing to make the payments in advance each week, then at the election of the Syndicate, the Syndicate shall be relieved from all obligations to furnish further service to the Newspaper, said Newspaper, however, remaining liable to the Syndicate for any damages that it may sustain by reason of the breach of this agreement. A waiver in any one or more instances, of the rights of the Syndicate hereunder, shall not be construed to affect or waive any other breaches. Furthermore, failure of the party of the first part to treat non-payment of any weekly advance payment, at the time, as a breach terminating the contract, shall not be construed as a permanent waiver of said breach, it being expressly agreed between the parties hereto that the non-payment of any weekly advance payment may at any subsequent time, at the election of the party of the first part, be treated as a breach entitling said party of the first part to terminate the contract.

Fourth: The Syndicate agrees to print additional copies of said supplements as ordered at the rate of $——, per thousand, F.O.B. place of printing, except at this rate may be affected by conditions set forth in paragraph "Sixth" and "Seventh" of this agreement.

Fifth: It is further understood that in the event the newspaper desires to have advertising inserted in comic supplements the Syndicate agrees to undertake such printing, if practicable, at the newspaper's expense; such advertising material to be supplied to the Syndicate in proper

form and at least four weeks before date of publication. Advertising material received after this deadline shall be subject to additional charges if inserted, but the Syndicate shall not be responsible for non-insertion of advertising received less than four weeks before date of publication; it being further understood and agreed the newspaper shall reimburse the Syndicate for any and all additional expenses incurred for such insertion and/or combining of advertising in comic supplements at the Syndicate's prevailing rates for such special service.

Sixth: In the event the cost to the Syndicate for the printing and/or delivery of the said comic supplements should increase at any time (and from time to time) during the term hereof, due to (a) increase in the price of paper, inks or other material or (b) increase in the cost of transportation, where the same is prepaid by the Syndicate or (c) increase in labor costs or (d) increase in, or imposition of, any sales or other tax, then and in that event Newspaper agrees to pay Syndicate the amount(s) of each such increase, the same to be added to, and to be payable with, the weekly sum provided for in Paragraph Third hereof.

Seventh: Syndicate shall not be liable in any manner whatsoever to Newspaper for the failure to perform and/or delay in performing any of the terms and conditions on the Syndicate's part to be performed hereunder when such failure or delay is due to restrictions resulting from public or national emergency, fires, floods or other Acts of God, strikes, lockouts, accidents, delays in transportation, acts or default of suppliers of material, inability to purchase material or to obtain power facilities, rules or restrictions imposed by law or by any governmental agency or any other cause(s) beyond the Syndicate's control whether like or unlike the foregoing; and in the event that the Syndicate is unable to obtain sufficient newsprint paper for the printing of the said comic supplements or is unable to print the same due to any of the foregoing causes, the operation of this contract is to be suspended until sufficient newsprint paper can be obtained, or other cause for such inability is removed, whereupon all the terms and conditions hereof are again to become operative.

Eighth: In the event of a sale, transfer or consolidation of the aforesaid newspaper property of Newspaper, News-

paper hereby guarantees that its successors or assignees will fulfill the terms and conditions herein contained for the full term of this agreement or any extensions thereof.

Ninth: Subject to the foregoing terms and particularly the provisions of Paragraph First hereof, if, during the term hereof Newspaper shall require any change (by substitution of one feature for another or otherwise) in respect of the material constituting the contents of the supplements to be printed hereunder, then before any such change shall become effective hereunder (a) Syndicate shall be given not less than twenty-five (25) days' advance written notice setting forth the required change in necessary detail and (b) mat(s) embodying the change shall be delivered to Syndicate not less than twenty-one (21) days in advance of the printing of the first supplement containing the change.

Tenth: Newspaper hereby agrees to indemnify and save Syndicate harmless from and against any and all loss, liability or expense which may be sustained by the Syndicate resulting from any claims, actions or suits for (a) infringement of copyright (statutory or at common law) or (b) actionable libel or (c) infringement of trade marks, which may be brought against or involve Syndicate by reason of Syndicate performance hereunder including printing of said supplements and the shipment thereof.

Eleventh: This agreement contains all of the agreements and understandings between the parties hereto with respect to the subject matter hereof, and no other agreement or understanding concerning such materials and services is in existence, except such as herein set forth; and no collateral promises or understandings have been made by either parties to the other, except as set forth in writing in this instrument.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

King Features Syndicate, Inc., By —— ——. Client —— ——, By —— ——.

Witness: —— ——.
Witness: —— ——.

[fol. 2977] Agreement made this — day of ——, 19—, at the City of New York, between King Features Syndicate,

Inc. party of the first part, hereinafter referred to as "Syndicate," and ——.—— owner and publisher of the newspaper hereinafter named, published in the City of ——, State of —— party of the second part, hereinafter referred to as "Newspaper."

Witnesseth That for and in consideration of the sum of One Dollar by each to the other in hand paid, the receipt whereof is hereby acknowledged, and of the mutual covenants, herein contained, the parties hereto have agreed as follows:

First: That Syndicate will furnish to Newspaper a minimum of —— ready printed —page colored comic supplements weekly, said supplements to include the following material:

with each first page to include the title heading of —— which supplements so furnished by the Syndicate the said Newspaper is authorized to publish once in its aforementioned newspaper, said publication to be made weekly, and for no other use or purpose whatsoever, the Syndicate to deliver the supplements each week to a transportation company at the place of printing, properly packed for shipment, directed to the Newspaper, which fulfills the Syndicate's obligation under this agreement.

Second: The term hereof shall be for a period of —— year—, beginning on the — day of —— 19— and shall thereafter renew itself for like periods at the rate last in force unless either party notify the other by registered letter, received at least six months before the end of any of said periods, of its desire to terminate this agreement.

Third: The Newspaper agrees to pay to the Syndicate for the aforesaid services throughout the term of this agreement the sum of $——, per thousand copies to be printed hereunder, in advance each week. It is understood and agreed that the prompt payment of the said weekly installments is of the essence of this agreement, and upon the Newspaper failing to make the payments in advance each week, then at the election of the Syndicate, the Syndicate shall be relieved from all obligations to furnish further service to the Newspaper, said Newspaper, however, remaining liable to the Syndicate for any damages that it may sustain by reason of the breach of this agreement. A

waiver in any one or more instances, of the rights of the Syndicate hereunder, shall not be construed to affect or waive any other breaches. Furthermore, failure of the party of the first part to treat non-payment of any weekly advance payment, at the time, as a breach terminating the contract, shall not be construed as a permanent waiver of said breach, it being expressly agreed between the parties hereto that the non-payment of any weekly advance payment may at any subsequent time, at the election of the party of the first part, be treated as a breach entitling said party of the first part to terminate the contract.

Fourth: The Syndicate is to furnish additional supplements as ordered at the rate of $—— per thousand, F.O.B. place of printing, except as this rate may be affected by conditions set forth in paragraph "Tenth" and "Eleventh" of this Agreement.

Fifth: It is further understood that in the event the newspaper desires to have advertising inserted in comic supplements the Syndicate agrees to undertake such printing, if practicable, at the newspaper's expense; such advertising material to be supplied to the Syndicate in proper form and at least four weeks before date of publication. Advertising material received after this deadline shall be subject to additional charges if inserted, but the Syndicate shall not be responsible for non-insertion of advertising received less than four weeks before date of publication; it being further understood and agreed the newspaper shall reimburse the Syndicate for any and all additional expenses incurred for such insertion and/or combining of advertising in comic supplements at the Syndicate's prevailing rates for such special service.

Sixth: The Newspaper is to observe carefully the release dates fixed by the Syndicate, and Newspaper will not release or published or cause to be released or published, in advance of the dates so fixed, any of the aforesaid supplements, and Newspaper further agrees properly to preserve the copyrights and the notices thereof required by Syndicate and to supply to Syndicate one copy of each issue of —— that contains any of the materials supplied hereunder; Newspaper further agrees to certify said preservation and observance.

Seventh: In the event any of the above described matter disappears from the lists of the Syndicate, the Syndicate shall be obligated to furnish other matter in its place, and the Newspaper will accept the same in lieu thereof, subject to all of the terms and conditions hereof.

Eighth: Newspaper covenants and agrees that it will not give, grant, sell or cause or permit to be given, granted or sold to any person, firm or corporation, any of the aforesaid supplements without the consent in writing first obtained by the Newspaper from the Syndicate and the Newspaper further covenants and agrees that its rights to the use of any of the said supplements shall be only as provided in Paragraph First hereof, and upon the termination of this agreement, any and all rights of the Newspaper in and to the said material shall thereupon cease and come to an end.

Ninth: In the event of a sale, transfer or consolidation of the aforesaid newspaper property of Newspaper, Newspaper hereby guarantees that its successors or assignees will fulfill the terms and conditions herein contained for the full term of this agreement or any extensions thereof.

Tenth: In the event the cost to the Syndicate for the printing and/or delivery of the said comic supplements should increase at any time (and from time to time) during the term hereof, due to (a) increase in the price of paper, inks or other material or (b) increase in the cost of transportation, where the same is prepaid by the Syndicate or (c) increase in labor costs or (d) increase in, or imposition of, any sales or other tax, then and in that event Newspaper agrees to pay Syndicate the amount(s) of each such increase, the same to be added to, and to be payable with, the weekly sum provided for in Paragraph Third hereof.

Eleventh: Syndicate shall not be liable in any manner whatsoever to Newspaper for the failure to perform and/or delay in performing any of the terms and conditions on the Syndicate's part to be performed hereunder when such failure or delay is due to restrictions resulting from public or national emergency, fires, floods or other Acts of God, strikes, lockouts, accidents, delays in transportation, acts or defaults of suppliers of material, inability to purchase material or to obtain power facilities, rules or restrictions imposed by law or by any governmental agency or any other cause(s) beyond the Syndicate's control whether like or

unlike the foregoing; and in the event that the Syndicate is unable to obtain sufficient newsprint paper for the printing of the said comic supplements or is unable to print the same due to any of the foregoing causes, the operation of this contract is to be suspended until sufficient newsprint paper can be obtained, or other cause for such inability is removed whereupon all the terms and conditions hereof are again to become operative.

Twelfth: Newspaper hereby agrees to indemnify and save Syndicate harmless from and against any and all loss, liability or expense which may be sustained by the Syndicate resulting from any claims, actions or suits for (a) infingement of copyright (statutory or at common law) or (b) actionable libel or (c) infringement of trade mark, which may be brought against or involve Syndicate by reason of Syndicate's performance hereunder including the printing of said supplements and the shipment thereof.

Thirteenth: This agreement contains all of the agreements and understandings between the parties hereto with respect to the subject matter hereof, and no other agreement or understanding concerning such materials and services is in existence, except such as herein set forth; and no collateral promises or understandings have been made by either parties to the other, except as set forth in writing in this instrument.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

King Features Syndicate, Inc. By —— ——. Client —— ——, By —— ——.

Witness: —— ——
Witness: —— ——

2

[fol. 2978] Agreement

made this —— day of —— —— between the King Features Syndicate, Inc., hereinafter referred to as the Syndicate and —— —— hereinafter referred to as the Newspaper.

One. The Syndicate agrees to furnish the Newspaper with all necessary mats and text in connection with a Daily and/or Sunday Pattern Feature to be used by the News-

paper, and it also agrees to deliver to the readers of the Newspaper all patterns and fashion books purchased by the readers through the said Feature.

Two. The Newspaper agrees to publish the said Feature regularly daily and/or Sunday during the term of —— beginning on the ——day of ——, 19—, and shall thereafter renew itself for like periods unless either party shall notify the other by registered letter, received at least six months before the end of any of said periods, of its desire to terminate this agreement. The obligation of King Features Syndicate, Inc., hereunder shall cease in the event said pattern feature disappears from the list of said Syndicate.

Three. The Newspaper agrees to publish said Feature regularly and not to use or publish any other competing service of similar nature during the life of this Agreement.

Four: It is further mutually understood and agreed that should it become necessary because of increasing costs to increase the price of said patterns to the reader, the newspaper shall be notified in writing of such increase at least thirty (30) days in advance and newspaper agrees to notify its readers of said increase immediately and to carry the increased price in the copy commencing on date said increase becomes effective.

Five: The Newspaper is to receive 3¢ for each pattern purchased by its readers, remittances for same to be made monthly to the Newspaper.

King Features Syndicate, Inc. By —— ——. Client —— ——. By —— ——.

Witness: —— ——.

Witness: —— ——.

[fol. 2979] Agreement

made this —— day of —— between King Features Syndicate, Inc., hereinafter referred to as the Syndicate and —— publisher of the —— a newspaper published at —— hereinafter referred to as the Newspaper.

First: The Syndicate agrees to furnish Newspaper with all necessary mats and text in connection with the Daily Quilt and Art Needlework Feature to be used by the News-

paper and it also agrees to deliver to the readers of the Newspaper all such patterns purchased by the readers through said Feature.

Second: Newspaper agrees to publish daily the said Feature and shall not use or publish any other competing service of similar nature.

Third: This agreement shall continue for the term of —— beginning on the —— day of ——, 19—, and shall thereafter renew itself for like periods unless either party shall notify the other by registered letter received at least six months before the end of any of said periods of its desire to terminate this agreement. The obligation of King Features Syndicate, Inc., shall cease in the event said Quilt and Art Needlework Feature disappears from the list of said Syndicate.

Fourth: It is further mutually understood and agreed that should it become necessary because of increasing costs to increase the price of said patterns to the reader, the newspaper shall be notified in writing of such increase at least thirty (30) days in advance and newspaper agrees to notify its readers of said increase immediately and to carry the increased price in the copy commencing on date said increase becomes effective.

Fifth: The Newspaper is to receive two (2) cents for each Quilt and Art Needlework Pattern purchased by its readers, remittances for same to be made monthly to the Newspaper.

King Features Syndicate, Inc. By —— ——. Client: —— ——. By —— ——.

Witness: —— ——.

Witness: —— ——.

——.

[fol. 2980] Agreement

made and entered into this —— day of ——, 19—, by and between King Features Syndicate, Inc. (Central Press Association Department), a corporation organized and existing under and by virtue of the laws of the State of New York, having its principal place of business at 235 East 45th Street, in the City and State of New York, and maintaining a branch office at 1435 East 12th Street, in the City of Cleveland, in the State of Ohio, hereinafter referred to

as "Syndicate," and ——, the owner and publisher of the newspaper known as ——, published in the City of ——, State of ——, hereinafter referred to as "Newspaper."

One. The Syndicate agrees to furnish the Newspaper with all necessary mats and text in connection with a Daily and/or Sunday Pattern Feature to be used by the Newspaper, and it also agrees to deliver to the readers of the Newspaper all patterns and fashion books purchased by the readers through the said Feature.

Two. The Newspaper agrees to publish the said Feature regularly daily and/or Sunday during the term of —— beginning on the ——day of ——, 19—, and shall thereafter renew itself for like periods unless either party shall notify the other by registered letter, received at least six months before the end of any of said periods, of its desire to terminate this agreement. The obligation of the Syndicate hereunder shall cease in the event that the pattern feature should disappear from the list of said Syndicate.

Three. The Newspaper agrees to publish said Feature regularly and not to use or publish any other competing service of similar nature during the life of this Agreement.

Four. It is further mutually understood and agreed that should it become necessary because of increasing costs to increase the price of said patterns to the reader, the newspaper shall be notified in writing of such increase at least thirty (30) days in advance and newspaper agrees to notify its readers of said increase immediately and to carry the increased price in the copy commencing on date said increase becomes effective.

Five. The Newspaper is to receive 3¢ for each pattern purchased by its readers, remittances for same to be made monthly to the Newspaper.

King Features Syndicate, Inc. By —— ——. Client —— ——. By —— ——.

Witness: —— ——.

Witness: —— ——.

[fol. 2981] Agreement, made and entered into this —— day of ——, 19—, by and between King Features Syndicate, Inc. (Central Press Association Department), a corporation organized and existing under and by virtue of the laws of the State of New York, having its principal place

of business at 235 East 45th Street, in the City and State of New York, and maintaining a branch office at 1435 East 12th Street, in the City of Cleveland, in the State of Ohio, hereinafter referred to as "Syndicate," and ——, the owner and publisher of the newspaper known as ——, published in the City of ——, State of ——, hereinafter referred to as "Publisher."

Witnesseth:

First: The Syndicate hereby agrees to deliver to the Publisher and the Publisher agrees to accept from the Syndicate, in proof or matrix form ——

Central Press "A" Service, comprising—Daily News Mats, Editorial Cartoon, Sports Cartoon, Big Sister, Etta Kett, Old Home Town, Serial Fiction, Crossword Puzzle, Factographs, Health Column, Grab Bag, You're Telling Me, Stewart's Washington Letter, Bridge Article, Scott's Scrapbook, Wife Preservers, Sally's Sallies, Weekly Sunday School Lesson, Noah Numbskull.

each of the aforesaid to be published by the Publisher only in the newspaper hereinabove mentioned, and for no other use or purpose for the term of ——, beginning on the —— day of ——,19—; and shall thereafter renew itself for like periods at the rate last in force unless either party notify the other by registered letter; received at least six months before the end of any of said periods, of its desire to terminate this agreement.

Second: The Publisher agrees to pay for the aforesaid service, to the Syndicate, at the latter's place of business, as hereinabove referred to, throughout the life of this agreement, at the rate of —— per week in advance and postage, payable weekly; that upon default in any payment, the Syndicate may, with or without notice, terminate this agreement and furnish no further service to the Publisher; but such termination shall not relieve the Publisher from any liability hereunder. The failure of the Syndicate to insist upon prompt payment, as in the matter aforesaid, shall not be construed as a waiver or relinquishment for the future of the foregoing covenant on the part of the Publisher to be kept and performed.

Third: As a condition hereof the Publisher agrees that all publications hereby allowed shall have duly affixed

thereto notice of copyright as prescribed by law and the Publisher further agrees to carry upon such publications such copyright notice and Syndicate credit line as the Syndicate may from time to time designate; that the release dates, as fixed by the Syndicate, will be faithfully observed; the Publisher will not publish or cause to be published in advance of such dates any of the matter hereinabove described; to deliver to the Syndicate, free of charge, at least one copy of each issue of —— that it will not permit any person, firm or corporation to publish, or otherwise use, any of the matter hereinabove described, without obtaining in each instance the written consent of the Syndicate.

Fourth: The Syndicate shall not be liable for failure to furnish any or all of the matter hereinabove described, if such failure be due to strikes, fire, delay in or failure of postal service, omission, neglect or refusal on the part of the writers or artists to deliver copy, drawings or cartoons, or to any other cause or causes beyond the Syndicate's control. It is hereby further agreed that Syndicate shall in no event be liable to the Publisher, or to those claiming under or from the Publisher, for any loss, liability, damage or expense which the Publisher may incur, sustain, pay or be compelled to pay by reason of (a) the copying for publication or (b) the publication or sale of any matter or material furnished or delivered hereunder to the Publisher by the Syndicate. The Syndicate reserves the right to make substitution for any feature supplied under this agreement which disappears from the list of said Syndicate, and the Publisher agrees to accept such substituted feature. The Syndicate reserves the right to terminate this agreement at any time hereafter in the event that the above newspaper is circulated or distributed on a basis other than a paid subscription basis.

Fifth: The Publisher covenants and agrees that it will not give or sell to any person, firm or corporation, any of the aforesaid articles, pictures, comics or features or anything that may be furnished to it by the Syndicate, as hereinbefore provided, without the consent in writing first obtained by the Publisher from the Syndicate, and the Publisher further covenants and agrees that the termination of this contract shall end and terminate all rights of publication or of other use of all articles, pictures, comics or features delivered hereunder.

Sixth: Each of the foregoing stipulations and covenants on the part of the Publisher to be kept, observed and/or performed is of the essence of this agrement.

Seventh: If, during the term of this contract, the ownership of the aforesaid newspaper be changed, either by way of sale or otherwise, then this contract and the rights hereunder may be assigned, provided the publisher's assignee or successor in interest agrees in writing to assume performance of all the terms and conditions contained herein. Nothing herein last contained, however, shall relieve the Publisher from full and complete performance hereunder.

Eighth: The entire agreement of the parties is hereinabove set forth.

Witness the hands and seals of the parties hereto, the day and year first above written.

King Features Syndicate, Inc. By —— ——. Client —— ——. By —— ——.

Witness: —— ——.
Witness: —— ——.

[fol. 2982] DEFTS. EX. No. 22

North American Newspaper Alliance, Inc.

Expenditures for Year Ended December 31st, 1941

Cost of Stories: Payments for stories; Exp. Etc	$ 62,068.34
Cable & Telegraph Tolls on stories	16,066.18
London Office Salaries & Expenses	6,775.00
Mats, Engravings, Prints, etc.	2,409.92
Salaries	57,966.67
Rent	4,640.40
Supplies	3,919.68
Taxes	920.37
Legal & Auditing	2,471.67
Telephone & Telegraph	1,228.33
Postage	4,606.82
Wires & Equipment	13,089.56
Operators Time & Supplies	6,378.68
All Other Expenses	3,001.81
	$185,442.43

[fol. 2983] DEPTS. EX. No. 23

North American Newspaper Alliance, Inc.

List of Clients as of September 30, 1941

Arizona
Tucson DAILY STAR

Arkansas
Little Rock DEMOCRAT

California
Los Angeles LA OPINION
San Francisco CHRONICLE
San Diego UNION TRIBUNE

Connecticut
Hartford COURANT
New Haven REGISTER
Bridgeport POST

District of Columbia
Washington STAR

Florida
Jacksonville TIMES UNION
Miami DAILY NEWS

Georgia
Atlanta CONSTITUTION

Illinois
Chicago DAILY NEWS
Decatur HERALD REVIEW

Indiana
Evansville COURIER
Indianapolis STAR
Muncie STAR

Iowa
Cedar Rapids GAZETTE

Kentucky
Louisville COURIER JOURNAL

Maryland
Baltimore SUN

[fol. 2984] *Massachusetts*
Boston GLOBE
Pittsfield BERKSHIRE EVENING EAGLE
Springfield REPUBLICAN

Michigan
Ann Arbor NEWS
Detroit NEWS
Kalamazoo GAZETTE
Grand Rapids PRESS
Jackson CITIZEN PATRIOT

Minnesota
Minneapolis STAR JOURNAL & TRIBUNE
Moorhead NEWS

Missouri
Kansas City STAR
St. Louis GLOBE DEMOCRAT
St. Joseph NEWS PRESS & GAZETTE

Nebraska
Lincoln STATE JOURNAL
Omaha WORLD HERALD

New Jersey
Newark NEWS

New York
Buffalo EVENING NEWS
New York TIMES
Syracuse POST STANDARD
Albany HERALD

North Carolina
Durham HERALD SUN
Washington NEWS
Winston Salem JOURNAL SENTINEL

Ohio
Cleveland PLAIN DEALER
Cincinnati TIMES STAR
Dayton NEWS
Zanesville NEWS
Springfield NEWS

Oklahoma
Oklahoma City OKLAHOMAN

Oregon
Portland OREGONIAN

[fol. 2985] *Pennsylvania*
Philadelphia BULLETIN
Pittsburgh SUN TELEGRAPH
Scranton TIMES

Rhode Island
Providence JOURNAL BULLETIN

Tennessee
Chattanooga TIMES
Clarksville CHRONICLE

Texas
Harlingen STAR
Dallas NEWS
San Antonio LA PRENSA
Austin AMERICAN STATESMAN

Utah
Salt Lake City TRIBUNE

Virginia
Richmond NEWSPAPERS INC.
Norfolk NEWSPAPERS INC.
Roanoke WORLD NEWS

Washington
Spokane SPOKESMAN REVIEW
Tacoma NEWS TRIBUNE

West Viginia
Elkins INTER MOUNTAIN
Parkersburg SENTINEL
Weirton TIMES
Welch DAILY NEWS
Charlottesville PROGRESS
Bluefield TELEGRAPH
Point Pleasant REGISTER
Wheeling NEWS & INTELLIGENCER

Wisconsin
Milwaukee JOURNAL

[fol. 2986] *Argentina*
Buenos Aires LA PRENSA

Australia
Melbourne HERALD
Sydney SUN

Barbados
Bridgetown ADVOCATE

Brazil
Alagoas JOURNAL DE ALAGOAS
Bahia ESTADO-DE BAHIA
Bello Horizonte DIARIO DE TARDE
Bello Horizonte ESTADO DE MINAS
Campos MONITOR CAMPISTA
Ceara CORREIO DE CEARA
Juiz De Fora DIARIO MERCANTIL
Minas DIARIO ILLUSTRADOS
Porto Alegre DIARIO DE NOTICIAS
Recife DIARIO DE PERNAMBUCO
Rio De Janeiro DIARIO DE NOITE
Rio De Janeiro O JORNAL
Santos DIARIO DE SANTOS
Sao Paulo DIARIO DE NOITE
Sao Paulo DIARIO DE SAO PAULO

Burma
Rangoon RANGOON GAZETTE

Canada
Calgary HERALD
Edmonton JOURNAL
Montreal LE PETIT JOURNAL
Montreal STANDARD
Toronto TELEGRAM
Vancouver PROVINCE
Victoria COLONIST
Winnipeg TRIBUNE

Cuba
Havana DIARIO DE LA MARINA

Dominican Republic
Ciudad Trujillo LA NACION

Ecuador
Guayaquil EL TELEGRAFO

[fol. 2987] *Egypt*
Alexandria GAZETTE

England
London ALLIED NEWSPAPERS

Germany
Berlin DUNKER VERLAG

Guatemala
Guatemala EL LIBERAL PROGRESISTA

Honduras
Tegucigalpa EL CRONISTA

Italy
Milan CORRIERE DELLA SERA

Java
Batavia JAVA BODE
Batavia NIEUW VAN DEN DAG
Bandoeng PREANGERBODE
Soerabaya HANDELSBAD

Malay
Singapore FREE PRESS

Mexico
Merida DIARIO DEL SURESTE
Mexico City EXCELSIOR

New Zealand
Auckland STAR
Christchurch LYTTLETON TIMES

Palestine
Jerusalem POST

Peru
Lima EL COMMERCIO

[fol. 2988] *Philippine Islands*
Manila LA VAN GUARDIA

Puerto Rico
San Juan EL MUNDO

Salvador
San Salvador EL GRAN DIARIO

South Africa
Johannesburg CAPETOWN STAR ARGUS

Venezuela
Caracas EL UNIVERSAL

[fol. 2989] DEFENDANTS' EXHIBIT No. 25

North American Newspaper Alliance

Contract

Including Certificate of Incorporation and By-Laws

[fol. 2990] Contract

AGREEMENT, dated the — day of ——, 192—, by and between North American Newspaper Alliance, Inc., a corporation organized under the laws of the State of New York and having its principal office in the City of New York, State of New York, hereinafter referred to as the "Newspaper Alliance," as party of the first part, and —— —— of the City of ——, State of ——, proprietor and publisher of the newspaper called the ——, hereinafter referred to as the "Publisher," party of the second part;

Witnesseth:

Whereas, the Newspaper Alliance has been organized to acquire and arrange for the creation of features suitable for publication in such daily newspapers as shall be stockholders, and to sell the right to publish such features in territory not allocated by the Corporation to stockholders; and

Whereas, the Publisher is or is about to become a stockholder and is the publisher of a daily newspaper;

Now, Therefore, in consideration of the premises and of the undertakings and agreements hereinafter set forth, the parties hereto by these presents do agree as follows:

I.—The Publisher hereby agrees to buy and to pay for, on the basis hereinafter provided, all newspaper features acquired by or created for or on behalf of the Newspaper Alliance and duly tendered to the Publisher. The Newspaper Alliance agrees to use its best efforts and to devote itself to procuring and arranging for the creation of newspaper features best adapted in the judgment of its officers [fol. 2991] to add to the prestige and circulation of its stockholders. Nothing herein contained shall be construed to prevent the Publisher from publishing features other than those tendered by the Newspaper Alliance.

II.—The Publisher hereby agrees to pay such proportion of the total of the expenses of operating and running the

Newspaper Alliance (including the cost of Features, whether or not published by the Publisher) as the number of shares of stock owned by the Publisher bears to the total number of shares outstanding at the time any assessment for expenses is made.

III.—The Newspaper Alliance by its Board of Directors or Executive Committee shall have and are hereby given the right to assess the Publisher from time to time for the expenses of operating and running the Newspaper Alliance in excess of receipts from sales (including provision for a reasonable working capital and surplus) upon the basis and subject to the limitations herein set forth. Any such assessment having been made shall be a debt due to the Newspaper Alliance payable upon demand. The total of all assessments for the first year of this contract shall not exceed three hundred thousand dollars ($300,000). If this contract be continued beyond one year, as hereinafter provided, the amount of subsequent assessments shall be fixed from time to time by resolution of the Board of Directors, subject to such limitation, if any, as the shareholders may prescribe.

IV.—It is agreed that identical contracts to this shall be entered into with other publishers of daily newspapers who shall be stockholders of the Newspaper Alliance; provided, however, that no similar contract shall be given or awarded to the proprietor or publisher of any newspaper [fol. 2992] published in the territory hereby awarded to the Publisher, namely

Subject to the foregoing limitation, contracts may be awarded solely in the discretion of the Directors or Executive Committee of Newspaper Alliance.

Every publisher (including the Publisher, party of the second part hereto), who shall be awarded a contract, shall purchase at the time such contract is awarded and thereafter hold during the term of the contract, subject to adjustment as herein provided, one share of stock for each Five thousand (5,000) of net paid daily average circulation established upon the basis adopted by the Directors of the Newspaper Alliance. Such basis may

change from time to time, but shall always be the same for all stockholders. If a stockholder publishes both a morning and an evening paper in the same City, they shall together be deemed one newspaper and the number of shares of stock of the Newspaper Alliance to which a publisher shall be entitled, and which such publisher agrees to purchase, shall be increased by adding to the net paid daily average circulation of the morning or evening paper, whichever shall be the larger, 25% of the net paid daily average circulation of the smaller. Features furnished to a stockholder publishing both a morning and evening paper may be published in either paper at the option of the stockholder. Increases or decreases in the number of shares shall be adjusted by the purchase of additional shares or the resale to the Newspaper Alliance of excess shares, as the case may be, annually on April 1st, in accordance with the then net paid daily average circulation of each publisher, upon the basis then effective. Nothing in this contract shall be construed as preventing the Newpaper [fol. 2993] Alliance selling, or the Publisher purchasing, features offered the Newspaper Alliance and acceptable to the Publisher, but not adapted in the judgment of Newspaper Alliance for distribution to all holders of similar contracts. Expenses incurred in such purchases may not be the basis of any assessment against stockholders.

V.—The Newspaper Alliance hereby sells and the Publisher hereby purchases upon the basis above set forth — shares of stock in the Newspaper Alliance at the par value thereof, payment for which is hereby acknowledged.

VI.—Upon the determination or cancellation of this agreement for any cause, whatsoever, the Publisher agrees to sell and the Newspaper Alliance shall have the option for a period of one year thereafter to buy, at the par value thereof, the shares of stock of the Newspaper Alliance then held by the Publisher, and notice of this right of repurchase shall be printed or stamped upon all certificates of stock.

VII.—The Newspaper Alliance shall have the right to terminate this contract at its option if (1) the Publisher shall cease for any reason to be a stockholder of the Newspaper Alliance; or (2) if the Publisher ceases to publish its newspaper in the City of —— ——; or (3) if the Pub-

lisher shall fail to promptly and fully perform and fulfill the undertakings on his or its part herein contained.

VIII.—In the event that the Newspaper Alliance shall terminate this agreement for any cause above specified, the Publisher shall not thereby be relieved from the obligation herein set forth to pay its proportion of the expenses of the Newspaper Alliance unless and until the Newspaper Alliance shall procure upon the basis herein set forth another newspaper proprietor for the territory herein allocated to [fol. 2994] the Publisher. The Newspaper Alliance, having just cause as aforesaid, shall give notice of the termination of the contract, but shall continue to tender features to the Publisher until another newspaper proprietor shall be procured for the Publisher's territory, but only if all moneys due or becoming due for any cause shall be paid by the Publisher upon demand.

IX.—Save as above provided, this contract shall continue until July 1st, —. Prior to that date Newspaper Alliance shall make no contract for features which may not be terminated on or prior thereto. The Publisher may terminate this contraot on July 1st, —, by giving notice in writing to the Newspaper Alliance on or prior to June 1st, —. Such notice having been given, no further liability hereunder shall accrue as against the Publisher. Newspaper Alliance may terminate this contract on July 1st, —, by a vote of 75% in amount of the stockholders then holding contracts similar to this, who shall, at the time of any special meeting called for the purpose of considering the termination thereof vote to discontinue the acquisition or creation of features and terminate this and all other similar contracts then in force. Unless this contract be terminated on July 1st, —, as above provided, it shall be continue thereafter until notice in writing of the termination thereof shall be given by one of the parties hereto to the other in the manner hereinafter specified, to wit:

(*a*) In the event that the Publisher desires to terminate this contract he may do so for any reason whatsoever, by serving personally or by registered mail upon Newspaper Alliance a written notice setting forth that the Publisher has elected to terminate this contract on a day certain not less than twelve months from the date of serving the notice. Upon the date of termi-

[fol. 2995] nation so specified in the notice this contract shall thereupon end, except that the Publisher shall continue to be liable for the pro rata cost of features contracted for by the Newspaper Alliance prior to the date of termination specified in the notice, upon the basis herein set forth, as though this contract were still effective, until either such contracts for features shall expire, or another newspaper proprietor shall be allotted a contract for the territory herein specified:

(*b*) In the event that Newspaper Alliance desires to terminate this agreement it may do so for any reason, whatsoever, by serving personally or by registered mail upon the Publisher a written notice setting forth that Newspaper Alliance has elected to terminate this contract on a day certain not less than three months from the date of serving the notice. Upon the date of termination so specified in the notice, this contract shall thereupon end and no further liability shall accrue hereunder as against the Publisher. Nothing herein contained shall be construed or held to limit the reasons or causes for terminating the contract by either party to such reasons or causes as are herein elsewhere specified for terminating this contract.

X.—True copies of the Certificate of Incorporation and By-laws of the Newspaper Alliance are hereto annexed, and are hereby made a part of this contract; it being also understood and agreed that any amendments to said Certificate of Incorporation or to the By-Laws shall likewise be and become a part of this contract.

In Witness Whereof, the parties hereto have caused these [fol. 2996] presents to be duly executed as of the day and year first above written.

North American Newspaper Alliance, Inc., by ——— ———. ——— ——— by ——— ———.

[fol. 2997] Certificate of Incorporation

We, the undersigned, being all persons of full age and at least two-thirds being citizens of the United States and one or more being residents of the State of New York, do hereby make, sign, acknowledge and file this Certificate of Incorporation as follows:

First.—The name of the proposed corporation is:

"North American Newspaper Alliance, Inc."

Second.—The purposes for which it is to be formed are to acquire and arrange for the creation of features suitable for publication in daily newspapers and to distribute the same to such publishers of newspapers as shall be stockholders of the Corporation, for publication in their respective newspapers, and also to sell the right to publish such features in territory not allocated by the Corporation to stockholders.

The Corporation shall have power to conduct its business in other states and in foreign countries, and to have one or more offices out of this state, and to hold, purchase, mortgage and convey real and personal property out of this state; and in carrying on its business, or for the purpose of attaining or furthering any of its objects or purposes, to do any and all other necessary or convenient things and exercise any and all other powers now or hereafter authorized by law.

The stockholders may amend, enlarge, alter or rescind any and all of the rights, powers, privileges or restrictions in this Certificate of Incorporation granted and contained, conferred or imposed, in any manner and to any extent, by a certificate of amendment made, executed, authorized and filed in any manner now or hereafter permitted or authorized by the laws of the State of New York.

[fol. 2998] Third.—The amount of its capital stock shall be Twenty-five Thousand Dollars ($25,000), all of which shall be common stock.

Fourth.—The number of shares of which the capital stock shall consist shall be five thousand (5,000) of the par value of Five Dollars ($5.00) each, and the amount of capital with which said Corporation will begin business is Five Hundred Dollars ($500).

Fifth.—The principal business office of the Corporation is to be located in the Borough of Manhattan; City, County and State of New York.

Sixth. Its duration shall be perpetual.

Seventh.—The number of its directors shall be fifteen.

Eighth.—The names and post-office addresses of the directors for the first year are as follows:

Names	*Post office Addresses*
Joseph E. Atkinson,	Toronto, Canada.
Hilton U. Brown,	Indianapolis, Ind.
Harry Chandler,	Los Angeles, Cal.
Edwin A. Grozier,	Boston, Mass.
Clark Howell, Jr.,	Atlanta, Georgia.
Arthur Krock,	Louisville, Ky.
Victor F. Lawson,	Chicago, Ill.
George E. Miller,	Detroit, Michigan.
Daniel D. Moore,	New Orleans, La.
Paul Patterson,	Baltimore, Md.
Loring Pickering,	San Francisco, Cal.
Edgar B. Piper,	Portland, Oregon.
Ralph Pulitzer,	New York, N. Y.
E. Lansing Ray,	St. Louis, Mo.
Ralph E. Stout,	Kansas City, Mo.

[fol. 2999] Ninth.—The names and post office addresses of the subscribers to this Certificate, and a statement of the number of shares of stock which each agrees to take in the Corporation are as follows:

Names	*Post Office Addresses*	*No. of Shares*
Ralph Pulitzer,	New York, N. Y.	one
Loring Pickering,	San Francisco, Cal.	one
George E. Miller,	Detroit, Michigan.	one

Tenth.—The directors of the Corporation need not be stockholders. The Board of Directors may appoint an Executive Committee from among their number, which Committee, to the extent provided in the By-Laws of the Corporation, shall have and may exercise all of the powers of the Board of Directors in the management of the business of the Corporation during the intervals between meetings of the Board of Directors so far as may be permitted by law.

Eleventh.—The Directors may from time to time offer for sale at the par value thereof any or all of the stock of the Corporation now or hereafter authorized either to publishers of newspapers already stockholders or to pub-

lishers of newspapers in a territory not already allocated to a stockholder and within such limitations and upon such terms and conditions as shall be set forth in the By-Laws, and without offering the same to all the stockholders then of record.

Twelfth.—The Stockholders shall be limited as herein provided, to individuals or corporations owning and publishing newspapers. In the event that a share or shares of stock of the Corporation shall come into the possession or ownership, by operation of law or otherwise, of another than the publisher or owner of a newspaper, such other shall not be entitled to the distribution on any basis of the [fol. 3000] newspaper features, the acquisition and distribution of which to newspaper publishers is the object or purpose of this Corporation, and such shares shall be subject to purchase and acquisition by the Corporation as though proposed or offered for transfer, as herein provided.

Thirteenth.—Stock of the Corporation shall be transferable only upon the books of the Corporation and subject to the following restrictions, which shall be printed in the certificates:

(*a*) If a stockholder shall be indebted to the Corporation, the Directors may refuse to consent to a transfer of his stock until such indebtedness is paid;

(*b*) Save as hereinafter provided, no share of stock in the Corporation shall at any time be transferred to any person not publishing a newspaper in the same city as the stockholder whose shares are offered for transfer so long as the Corporation is willing to purchase said share at the par value thereof. In order to ascertain whether the Corporation is willing to purchase any such share, the person, whether a shareholder of the Corporation or not, proposing to transfer the same, hereinafter called the "retiring shareholder," shall give notice in writing to the Corporation at its principal office that he desires to transfer the same. The Corporation shall within the space of thirty (30) days after such notice give notice to the retiring shareholder that it desires to purchase such share and the retiring shareholder shall be bound, at such time within fifteen (15) days thereafter as the Corporation shall appoint and at the principal office of the Corporation, upon

payment of the par value thereof, to transfer such share to the Corporation. If in any case the retiring shareholder after becoming bound as aforesaid, makes default in trans-
[fol. 3001] ferring such share, the Corporation shall thereupon cause its own name to be entered upon the stock register as the holder of such share and shall set apart and hold the purchase money in trust for the retiring shareholder, his executors, administrators or assigns. The receipt of the Corporation for the purchase money shall thereupon be sent to the retiring shareholder and after the name of the Corporation has been entered in the stock register in exercise of the aforesaid power, the validity of the proceeding shall not be questioned by any person and the Corporation shall be deemed and taken to be the owner of the said share;

(c) Subject to the foregoing and so far as may be permitted by law, the Corporation may prescribe additional rules, regulations and limitations for the transfer of shares in its By-Laws.

Fourteenth.—Shares of stock shall be the absolute property of the holder thereof provided only that in the manner and upon the terms set forth in the charter and in the By-Laws the Corporation may use and apply its surplus earnings or accumulated profits to the purchase and acquisition of its own capital stock.

Fifteenth.—The Directors shall be elected three (3) from each of four (4) districts to be designated respectively Eastern, Southern, Central and Western, and three (3) Directors at large. Each district shall contain such territory as shall be allotted to it by the By-Laws. As soon as practicable the Directors named in the Certificate of Incorporation shall divide themselves into three classes, each of which shall consist of five (5) Directors, one from each district and one at large. The first class shall hold office for one year and until the next annual election; the second class for two years and until the second annual election; and the third class for three years and until the third
[fol. 3002] annual election, and thereafter Directors shall be elected at each annual meeting upon the basis of district representation and at large, as above set forth, and each Director so elected shall hold his office for the term of three

(3) years and until another Director is chosen and qualified in his stead.

In Witness Whereof we have made, signed and lodged this Certificate in duplicate this 3rd day of May, 1922.

Geo. E. Miller [L. S.], Ralph Pulitzer [L. S.], Loring Pickering [L. S.]

STATE OF NEW YORK,
County of New York, ss:

On this 3rd day of May, 1922, before me personally came and appeared George E. Miller, Ralph Pulitzer and Loring Pickering, to me known and known to me to be the individuals described in and who executed the foregoing Certificate, and they severally duly acknowledged to me that they executed the same.

Philip Huetwohl, Notary Public, Kings Co. Certificate filed in N. Y. Co. 36. Commission expires March 30, 1924. [Notarial Seal.]

Note: The foregoing Certificate of Incorporation was filed in the office of the Secretary of State of New York June 13th, 1922, and in the office of the Clerk of the County of New York, State of New York, on the same day.

[fol. 3003] By-Laws of

North American Newspaper Alliance, Inc.

Article I

Meeting of Stockholders

Section 1. The annual meeting of the stockholders of this corporation shall be held at the office of the corporation in the Borough of Manhattan, City of New York, on the Monday preceding the fourth Thursday in April of each year, at twelve o'clock noon, for the election of Directors and such other business as may properly come before said meeting. Notice of the time, place and object of such meeting shall be given in the manner required by law, and by serving personally or by mailing, at least thirty days previous to such meeting, postage prepaid, a copy of such notice, addressed to each stockholder of record at his address, as the same appears on the books of the corporation.

Section 2. Special meetings of stockholders, other than those regulated by statute, may be called at any time by a majority of the Directors or by the Executive Committee. It shall also be the duty of the President to call such meetings whenever requested in writing, so to do, by ten per cent in number of the holders of the issued and outstanding capital stock. A notice of every special meeting, stating the time, place and object thereof, shall be given by mailing, postage prepaid, at least fifteen (15) days before such meeting, a copy of such notice addressed to each stockholder of record at his address as the same appears on the books of the corporation.

[fol. 3004] Section 3. Except as otherwise prescribed by statute, at all meetings of stockholders there shall be present, either in person or by proxy, stockholders owning a majority in amount of the issued and outstanding shares of the capital stock of the corporation in order to constitute a quorum.

Section 4. At all meetings of stockholders, only such persons shall be entitled to vote in person and by proxy who appear as stockholders upon the transfer books of the corporation for ten (10) days immediately preceding such meeting.

Section 5. At the annual meeting of stockholders the following shall be the order of business, viz:

1. Calling the roll.
2. Proof of proper notice of meeting.
3. Report of President.
4. Report of Treasurer.
5. Report of Secretary.
6. Report of Committees.
7. Election of Directors.
8. Miscellaneous business.

Section 6. At all meetings of stockholders all questions, except the question of an amendment to the by-laws, and the election of Directors and Inspectors of election, and all such other questions, the manner of deciding which is specially regulated by statute, shall be determined by a majority viva voce vote of the stockholders present in person or by proxy, except that a vote shall be by ballot when required by statute or by any stockholder present

in person or by proxy. Each ballot shall state the name of the stockholder voting and the number of shares owned by him, and in addition, if such ballot be cast by a proxy, it shall also state the name of such proxy.

[fol. 3005] Article II

Directors

Section 1. The Directors shall be elected three (3) from each of four (4) districts to be designated, respectively, Eastern, Southern, Central and Western, and three (3) Directors at large, one of whom shall represent the Dominion of Canada. Each district shall contain such territory as shall be allotted to it by the By-Laws. As soon as practicable the directors named in the Certificate of Incorporation shall divide themselves into three classes, each of which shall consist of five (5) Directors, one from each district and one at large. The first class shall hold office for one year and until the next annual election; the second class for two years and until the second annual election; and the third class for three years and until the third annual election; and thereafter Directors shall be elected at each annual meeting upon the basis of district representation and at large, as above set forth, and each Director so elected shall hold his office for the term of three (3) years and until another Director is chosen and qualified in his stead. The territory constituting the four districts from which Directors shall be elected, as above provided, shall be composed as follows:

Eastern District: Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Maryland, Delaware and District of Columbia.

Southern District: West Virginia, Virginia, Kentucky, North Carolina, South Carolina, Tennessee, Georgia, Florida, Alabama, Mississippi, Louisana and Arkansas.

Western District: Texas, New Mexico, Arizona, Califor-
[fol. 3006] nia, Nevada, Utah, Colorado, Wyoming, Idaho, Oregon, Washington, Montana, Oklahoma, North Dakota, and South Dakota.

Central District: Nebraska, Kansas, Missouri, Iowa, Minnesota Wisconsin, Illinois, Indiana, Michigan and Ohio.

Section 2. Vacanies in the Board of Directors, occurring during the year, shall be filled for the unexpired term by a majority vote of the remaining Directors (whether or not sufficient in number to constitute a quorum) at any special meeting called for that purpose, or at any regular meeting of the Board. In filling vacancies so occurring District representation shall be maintained.

Section 3. The Board of Directors may adopt such rules and regulations for the conduct of their meetings and management of the affairs of the corporation as they may deem proper, not inconsistent with the laws of the State of New York, or these by-laws.

Section 4. Regular meetings of the Board of Directors shall be held at such hour and place as the Directors may by resolution specify on the Saturday preceding the fourth Thursday of April, on the day immediately succeeding the adjournment of the annual meeting of the stockholders, and on the Tuesday preceding the first Wednesday of October. If any one of said days be a legal holiday, then the meeting shall be held on the next succeeding day not a legal holiday.

Section 5. Special meetings of the Board of Directors shall be held whenever called by the President or by not less than three of the Directors for the time being in office.

[fol. 3007] Section 6. Directors may hold their meetings, have an office and keep books of the company, except as otherwise may be provided by law, at the office of the company, in the City of New York, or at such other place or places as the Board from time to time by resolution may determine.

Section 7. No notice shall be required for any regular meeting of the Board. Fifteen days' notice of each special meeting of the Board shall be given by mailing the same to to each Director, which notice shall specify the time, place and purpose of the meeting.

Section 8. Seven Directors shall constitute a quorum for the transaction of business, but if at any meeting of the Board there be less than a quorum present a majority of those present may adjourn the meeting from time to time.

Article III

Executive Committee

Section 1. The Board of Directors, by an affirmative vote of a majority of the whole Board, may appoint from among their number an Executive Committee of three or more, of whom a majority shall constitute a quorum. Whenever the Board of Directors is not in session such Committee shall have and may exercise any and all powers of the Board of Directors, including the power to cause the seal of the corporation to be affixed to all papers that may require it. The term of office of each member of said Committee shall continue until the expiration of his term as Director and until his successor shall be elected.

[fol. 3008]

Article IV

Officers

Section 1. The Board of Directors, immediately after the annual meeting, shall choose one of their number by a majority vote to be President, and they shall also appoint a Vice-President, Secretary and Treasurer. Each of such officers shall serve for the term of one year, and until his successor is chosen or appointed. The Directors or Executive Committee may appoint or employ such other officers, representatives and employees and with such duties as they may deem advisable.

Section 2. The President shall preside at all meetings of the Board of Directors and shall act as temporary Chairman at, and call to order all meetings of the stockholders. He shall sign certificates of stock, sign and execute all contracts in the name of the corporation, when directed so to do by the Board of Directors; appoint and discharge agents and employees, subject to the approval of the Board of Directors, and he shall have the general management of the affairs of the corporation and perform all the duties incidental to his office. At the annual meeting he shall present to the shareholders a full and complete report and audit covering the year's operations.

Section 3. The Vice-President shall, in the absence or incapacity of the President, perform the duties of that officer.

Section 4. The Treasurer shall have the care and custody of all the funds and securities of the corporation, and deposit the same in the name of the corporation in such bank or banks as the Directors may elect; he shall keep and at all reasonable times exhibit his books and accounts to [fol. 3009] any Director or stockholder of the corporation upon application at the office of the corporation during business hours; he shall give such bonds for the faithful performance of his duties as the Board of Directors may determine.

Section 5. The Secretary shall keep the minutes of the Board of Directors, and also the minutes of the meetings of stockholders; he shall attend to the giving and serving of all notices of the company; he shall have charge of the certificate book and such other books and papers as the Board may direct he shall attend to such correspondence as may be assigned to him, and perform all the duties incidental to his office; he shall have the custody of the seal of the corporation; he shall also keep a stock book, containing the names, alphabetically arranged of all persons who are stockholders of the corporation, showing their places of residence, the number of shares of stock held by them respectively, the time when they respectively became the owners thereof, and the amount paid thereon, and such book shall be open for inspection as prescribed by law.

Article V

Capital Stock

Section 1. Certificates of stock shall be numbered and registered in the order they are issued, and shall be signed by the President or Vice-President and by the Secretary or Treasurer, and the seal of the corporation shall be affixed thereto. All certificates shall be bound in a book, and shall be issued in consecutive order therefrom, and in the margin thereof shall be entered the name of the person owning the shares therein represented, the number of shares, and the date thereof. All certificates exchanged or returned to the corporation shall be marked canceled, with the date of [fol. 3010] cancellation, by the Secretary, and shall be immediately pasted in the certificate book, opposite the memorandum of its issue.

Section 2. Transfers of shares shall only be made upon the books of the corporation by the holder in person or by power of attorney duly executed and filed with the Secretary of the corporation, and on the surrender of the certificate or certificates of such shares. Any share or shares of stock offered for transfer shall be subject to the restrictions set forth in the Charter of the Corporation and the Secretary shall be charged with the duty of insuring exact and full compliance therewith. The Board of Directors shall have and are hereby given authority and power to establish by resolution such rules and regulations not inconsistent with the Charter as may be found necessary or convenient for the execution of the Charter provisions relating to the ownership and transfer of shares of stock.

Article VI

Checks, Notes, Drafts, etc.

Section 1. All checks, drafts, notes, bills of exchange and orders for payment of money, shall be made, signed, endorsed or deposited as the Board of Directors may by resolution provide.

Article VII

Application of Earnings

Section 1. No dividends shall be declared or paid out of the earnings of the corporation. All earnings shall be applied to the general purposes of the corporation, and any deficiency therein shall be contributed by the shareholders. The amount of such contribution by each shareholder shall be such proportion of the total as the number of shares owned by each shareholder bears to the total outstanding shares.

[fol. 3011]

Article VIII

Inspectors

Section 1. Two inspectors of election shall be elected at each annual meeting of stockholders to serve for one year, and if any inspector shall refuse to serve or shall not be present, the meeting may appoint an inspector in his place.

Article IX

Seal

Section 1. The seal of the corporation shall be in the form of a circle, and shall bear the name of the corporation and the year of its incorporation.

Article X

Amendments

Section 1. These by-laws may be amended at any stockholders' meeting by a vote of a majority in amount of the shares outstanding, represented either in person or by proxy, provided the proposed amendment is inserted in the notice of such meeting. A copy of such amended by-law shall be sent to each stockholder within ten days after the adoption of the same. Any stockholder may propose an amendment by forwarding it to the Secretary a sufficient time in advance of any meeting for insertion in the notice of the meeting.

[fol. 3011a] Resolution Adopted at the Organization Meeting of the Stockholders of North American Newspaper Alliance, Inc.

Held in New York City June 23rd, 1922

Resolved that until further ordered by the Board of Directors no invitations to participate in the service of the North American Newspaper Alliance be extended to others than newspapers or substitutes for newspapers named in the list of the Organization Committee, and that the basis of assessment as set forth in the approved form of contract is understood to and shall include the net paid daily average circulation of the publisher as set forth in the contract and the circulation of the paper having the largest circulation in any city allocated to such publisher.

[fol. 3012] Defendants' Exhibit No. 26

North American Newspaper Alliance, Inc.

247 West 43rd Street, New York, N. Y.

Agreement made this —— day of ——, 193—, between the North American Newspaper Alliance, Inc., hereinafter

called the Alliance, and —— publisher of —— a daily newspaper published in —— hereinafter called the Publisher, Witnesseth:

1. The Alliance agrees to supply the Publisher, for use in the Publisher's said newspaper only, with the leased wire service of the Alliance during not more than eight hours of each twenty-four hour day throughout the term of this Agreement; and that such service shall be 6 days a week (daily except Saturday night) exclusive to the Publisher throughout the following territory: ——.

2. The said leased wire service shall commence ——, 193—, and the term of this agreement shall be for two (2) years from that date.

3. The Publisher agrees to take the said leased wire service of the Alliance and to pay the Alliance therefor the sum of —— Dollars ($——) per week throughout the term of this agreement.

4. It is mutually agreed that bills for this service shall be rendered monthly and that payment thereof shall be made by the publisher on the 10th day of each month at the New York office of the Alliance.

In Witness Whereof, the parties hereto have executed this Agreement by their duly authorized officers, the day and year first above written.

North American Newspaper Alliance, Inc. By —— (title). —— ——. By — (Title).

[fol. 3013] DEFENDANTS' EXHIBIT No. 27

North American Newspaper Alliance, Inc.

247 West 43rd Street

New York, N. Y.

Agreement made this —— —— day of —— —— ——, 193 ——, between the North American Newspaper Alliance, Inc., hereinafter called the Alliance, and —— —— publisher of —— —— —— a daily newspaper published in

—— —— —— —— hereinafter called the Publisher, Witnesseth:

1. The Alliance agrees to supply the Publisher, for use in the Publisher's said newspaper only, with the complete North American Newspaper Alliance service, except those features indicated below, by fastest mail throughout the term of this Agreement; and that such service shall be exclusive to the Publisher in the territory which the Alliance is accustomed to allow to the city in which the newspaper is published.

Exceptions:— —— —— —

Hollywood Today—Sheilah Graham—Daily & Sunday
The Sportlight—Grantland Rice
Everybody's Business—J. G. Donley
Senator Soaper Says—Harry V. Wade
New York Skylines—Lawrence Perry
Broadway Footlights—Lawrence Perry

(8 Regular)

Foreign Correspondents

North American Newspaper Alliance

North Africa
John Lardner
Gault MacGowan

Southwest Pacific (and possibly China, Russia)
Ira Wolfert (enroute)

Sweden
Blair Bolles

London
H. J. J. Sargint
Thomas R. Henry
Peter Masefield

Alaska
William Gilman

Russia
Vladimir Lidin
Alexander Werth

Dispatches from various other Russian writers

Lisbon
Melville Williams

Sydney
Warwick Fairfax

Palestine
Arthur Kay

John Gunther: To take off some time in June for Africa or some other active war front.

[fol. 2015] DEFENDANTS' EXHIBIT No. 30

Bell Features

On The Record—Dorothy Thompson
Mutt & Jeff—Bud Fisher
The Nebbs—Hess
Don Winslow of the Navy—F. V. Martinek
Stony Craig—Stg. Frank H. Rentfrow
Pop—J. Millar Watt
Flyin' Jenny—Russell Keaton and Glen Chaffin
Real Heroes or (Hero of the week)
Editorial Cartoons—Rube Goldberg
Gluyas Williams
Twenty-five Years Ago Today—C. Kessler
Tin Hats—Stanton
Witty Kitty
Hambone's Meditations
Dorothy Dix Column
Our Children—Angelo Patri
Good Taste Today—Emily Post
Beauty and You—Patricia Lindsay—*Daily & Sunday*
About Your Baby—Lettice Lee Streett
Anne Hirst Column
Kathleen Norris Articles
Know Furniture—Leo Jiranek
Married Life of Helen & Warren—M. H, Urner
Food Talks & Recipes—Edith M. Barber
Victory Chef—Arthur H. Deute
Barbara Bell Patterns
Needlework Arts
Picture Pattern of the Week
I'd Rather Be Right—Samuel Grafton
One Small Voice—John Kieran
They Call It Politics—Carter Field
Wartime Washington—Helen Lombard
Dollar Makers—George T. Eager
Let's Talk It Over—Arthur Dean
That Body of Yours—Dr. J. W. Barton
Your Health and Your Weight—Dr. J. W. Barton *Sunday*
How It Started—Jean Newton
Take My Word For It—Frank Colby—*Daily & Sunday*
Frank Colby & His Words
The Stamp Column—Muriel Nissen

What Today Means To You—Mary Blake
Uncle Wiggily Stories—Howard Garis
Lights of New York—L. L. Stevenson
Play Safe—National Safety Council
Tricks For Teens—Nancy Pepper
Graphic Golf
Bell Crossword Puzzle
The Mind Meter—*Daily & Sunday*
Anagrams
The Word Game
Cryptograms
Bell Crossword Puzzle
Mutt & Jeff—by Bud Fisher
Cicero's Cat—by Bud Fisher
The Nebbs—by Sol Hess
Simp O'Dill—by Sol Hess
True Comics
Famous Fiction
Miss Fury—by Tarpe Mills
Don Winslow of the Navy—by F. V. Martinek
Flyin' Jenny—by Russell Keaton & Glenn Chaffin
There Were Giants in Those Days—
100 Dog Pictures—Walter E. Blythe
Spies—Harry Francis Campbell
Only The Stars Are Neutral—Quentin Reynolds
They Were Expendable—W. L. White
Battle for the Solomons—Ira Wolfert
How To Fly—Charles Gilbert Hall
American War Leaders—Bernard Godwin
Seven Came Through—Capt. Eddie Rickenbacker
See Here, Private Hargrove—Marion Hargrove
Hobbyists Workshop—J. L. Forcum
Ask Me Another

(*63 Regular*)

(*10 Specials*)

[fol. 3016] DEFENDANTS' EXHIBIT No. 31

Agreement

The Bell Syndicate, Inc., of New York, N. Y., hereby agrees to furnish in copy, proof, or matrix form (as is customary with the syndicate), to

—— —— —— —— —— —— —— —— —— —— (Publisher), for a period beginning —— —— —— —— —— —— —— ——, and continuing until cancelled by six months notice given after the expiration of one year from said date, for one-time publication only in —— —— —— —— —— —— —— —— the following features:

—— —— —— —— —— —— —— —— —— —— —— ——
—— —— —— —— —— —— —— —— —— —— —— ——
—— —— —— —— —— —— —— —— —— —— —— ——
—— —— —— —— —— —— —— —— —— —— —— ——

and the publisher purchases and agrees to pay the sum of —— —— —— —— dollars ($) per week for said feature service, in weekly or monthly installments as the publisher may elect.

The publisher shall conform to and publish the copyright notices, credit lines, and release dates designated by the syndicate and shall have the exclusive newspaper publication rights in said feature service in the publisher's usual territory.

Budget Clause

In case this agreement covers two or more features, the termination or suspension of any of the features by the syndicate, or the passing of any of the features from the control of the syndicate, does not terminate this agreement as to the other feature or features. But if any feature or features provided for under this contract should be terminated for any reason or suspended temporarily the group charge is to be reduced proportionately by the syndicate, or another feature acceptable to the newspaper is to be substituted.

Dated, New York, the —— — —
Day of —— ——, 19 ——

—— —— —— ——, Publisher. By —— —— ——.

The Bell Syndicate, Inc. By —— —— —— ——.

[fol. 3017] DEFENDANTS' EXHIBIT No. 32

The Bell Syndicate, Inc.

John N. Wheeler, President

247 West 43rd Street

New York, N. Y.

Memorandum of Agreement, made —— ——, —— 19—— between the —— —— —— —— —— —— —— —— —— —— of —— —— —— —— —— —— —— —— —— —— —— —— —— hereinafter called the Newspaper, and The Bell Syndicate, Inc., of New York, N. Y., hereinafter called the Syndicate. Witnesseth:

The Newspaper hereby agrees to purchase from the Syndicate and the Syndicate hereby agrees to furnish exclusively in ——, to the Newspaper for one-time publication in —— —— —— —— ——, the Bell Syndicate Budget of features, excepting the following features that are now sold to another paper in —— —— —— —— —— Exceptions:—— —— —— —— —— —— —— —— —— —— —— —— —

the life of this contract at no further increase in cost to the Newspaper.

In the event the Syndicate takes over from another syndicate or other source a feature or features already established and which are already sold to another newspaper in —— —— —— ——, the Syndicate reserves the right to offer to continue service to the newspapers receiving such features, and such feature or features are to be considered on the same basis as other excepted features, noted above, but it is understood that in the event no such sale has been made of said features, then the Newspaper is to receive said features as a part of the Bell Syndicate Budget and at no additional cost.

The Newspaper agrees to make payment to the Syndicate at its office in New York in weekly or monthly installments as the Newspaper may prefer.

Right to publication of any material furnished under this contract of agreement ceases upon termination of this agreement. The Syndicate shall not be responsible if by reason of illness or other cause beyond the control of the Syndicate any author or other producer shall fail to furnish the features covered by this agreement. The Newspaper agrees to publish the copyright and credit lines designated by the Syndicate. Copyright of all material is to remain in the Syndicate.

The Newspaper agrees that the Syndicate shall have the privilege of selling to other newspapers in —— —— ——, any feature or features in the budget, or added to the budget, which are not used by the Newspaper, but only after the Newspaper has specified in writing to the Syndicate decisions as to acceptance or rejection of any feature upon receipt of inquiry or offering from the Syndicate; and the Newspaper agrees that if the Syndicate does not hear within two weeks from date of inquiry or offer from the newspaper that it desires to use any feature or features offered to it, the Syndicate may assume that the newspaper does NOT want such feature or features and is free to offer and sell them to other newspapers in the territory.

This agreement is to be construed according to the laws of the State of New York.

Signed the day and year first above written.

—— —— —— —— ——. By —— —— —— ——

The Bell Syndicate, Inc. By — —— —— ——.

[fol. 3018] DEFENDANTS' EXHIBIT No. 35

Agreement

The Associated Newspapers, Inc., of New York, N. Y., hereby agrees to furnish in copy, proof, or matrix form (as is customary with the syndicate), to

—— —— —— —— —— —— —— —— —— (Publisher), for a period of one (1) year and six (6) months, beginning —— —— —— ——, subject to six (6) months' cancellation notice after expiration of the first year, for one-time publication only in —— —— —— —— —— —— —— —— the following features:

—— —— —— —— —— —— —— —— —— —— —— —— ——
—— —— —— —— —— —— —— —— —— —— —— —— ——
—— —— —— —— —— —— —— —— —— —— —— —— ——
—— —— —— —— —— —— —— —— —— —— —— —— ——

and the publisher purchases and agrees to pay the sum of —— —— —— Dollars ($) per week for said feature service, in weekly or monthly installments as the publisher may elect.

The copyright, credit lines, and release dates designated by the syndicate shall be published and conformed to by the publisher.

The publisher shall have the exclusive newspaper publication rights in said feature service.

Budget Clause

In case this agreement covers two or more features, the termination or suspension of any of the features by the syndicate, or the passing of any of the features from the control of the syndicate, does not terminate this agreement as to the other feature or features. But if any feature or features provided for under this contract should be terminated for any reason or suspended temporarily the group charge is to be reduced proportionately by the syndicate, or another feature acceptable to the newspaper is to be substituted.

Dated, New York the —— ——
Day of —— ——, 19 ——

—— —— —— ——, Publisher. By —— —— ——.
The Associated Newspapers, Inc. By —— ——.

[fol. 3019] DEFENDANTS' EXHIBIT No. 38

Agreement

Consolidated News Features, Inc., of New York, N. Y., hereby agrees to furnish in copy, proof, or matrix form (as is customary with the syndicate), to

—— —— —— —— —— —— —— —— —— (Publisher), for a period of one (1) year and six (6) months, beginning —— —— ——, subject to six (6) months' cancellation notice after expiration of the first year, for one-time publication only in —— —— —— —— —— —— —— —— —— the following features:

—— —— —— —— —— —— —— —— —— —— —— —— ——
—— —— —— —— —— —— —— —— —— —— —— —— ——
—— —— —— —— —— —— —— —— —— —— —— —— ——
—— —— —— —— —— —— —— —— —— —— —— —— ——

and the publisher purchases and agrees to pay the sum of —— —— —— —— Dollars ($) per week for said feature service, in weekly or monthly installments as the publisher may elect.

The copyright, credit lines, and release dates designated by the syndicate shall be published and conformed to by the publisher.

The publisher shall have the exclusive newspaper publication rights in said feature service.

Budget Clause

In case this agreement covers two or more features, the termination or suspension of any of the features by the syndicate, or the passing of any of the features from the control of the syndicate, does not terminate this agreement as to the other feature or features. But if any feature or features provided for under this contract should be terminated for any reason or suspended temporarily the group charge is to be reduced proportionately by the syndicate, or another feature acceptable to the newspaper is to be substituted.

Date, New York, the —— ——
Day of —— —— ——, 19 ——

—— —— ——, Publisher. By —— —— ——. Consolidated News Features, Inc. By —— —— ——.

[fol. 3020] DEFENDANTS' EXHIBIT No. 39

(Same as No. 13)

[fol. 3021] DEFENDANTS' EXHIBIT No. 40

Typical KFS Form Contract

Agreement, made this day of , 19 , in the City of New York, between King Features Syndicate, Inc., hereinafter called "Syndicate," party of the first part, and , hereinafter called "Publisher," owner and publisher of the newspaper mentioned below, published in the city of State of , party of the second part.

Witnesseth:

First: The Syndicate hereby agrees to deliver to the Publisher, and the Publisher agrees to accept from the Syndicate, in proof or matrix form

each for one publication by the Publisher in the newspaper known as and for no other use or purpose for the term of beginning on the day of 19 ; and shall thereafter renew itself at the rate last in force for like periods unless either party notify the other by registered letter, received at least six months before the end of any of said periods, of its desire to terminate this agreement.

Second: The Publisher agrees to pay for the aforementioned service, to the Syndicate, at the latter's principal place of business, throughout the life of this agreement, at the rate of

per week in advance and postage, payable weekly; that upon default in any payment, the Syndicate may, with or without notice, terminate this agreement and furnish no further service to the Publisher; but such termination shall not relieve the Publisher from any liability hereunder.

The failure of the Syndicate to insist upon prompt payment, as in the aforesaid, shall not be construed as a waiver or relinquishment for the future of the foregoing covenant on the part of the Publisher to be kept and performed.

Third: As a condition hereof the Publisher agrees that all publications hereby allowed shall have duly affixed thereto notice of copyright as prescribed by law and the Publisher further agrees to carry upon such publications such copyright notice and Syndicate credit line as the Syndicate may from time to time designate. The Publisher will not publish or cause to be published in advance of release dates as fixed by the Syndicate any of the matter hereinabove described; and the Publisher agrees to deliver to the Syndicate, free of charge, at least one copy of each issue of that it will not permit any person, firm or corporation to publish, or otherwise use, any of the matter hereinabove described, without obtaining in each instance the written consent of the Syndicate.

Fourth: The Syndicate shall not be liable for failure to furnish any or all of the matter hereinabove described, if such failure be due to strikes, fire, floods, delay in or failure of postal service, omission, neglect or refusal on the part of the writers or artists to deliver copy, drawings or cartoons, or to any other cause or causes beyond the Syndicate's control. It is hereby further agreed that Syndicate shall in no event be liable to the Publisher, or to those claiming under or from the Publisher, for any loss, liability, damage or expense which the Publisher may incur, sustain, pay or be compelled to pay by reason of (a) the copying for publication or (b) the publication or sale of any matter or material furnished or delivered hereunder to the Publisher by the Syndicate. The Syndicate reserves the right to make substitution for any feature supplied under this agreement which disappears from the list of said Syndicate, and the Publisher agrees to accept such substituted feature. The Syndicate reserves the right to terminate this agreement at any time hereafter in the event that the above newspaper is circulated or distributed on a basis other than a paid subscription basis.

Fifth: The Publisher covenants and agrees that it will not give or sell to any person, firm or corporation, any of

the aforesaid articles, pictures, comics or features or anything that may be furnished to it by the Syndicate, as hereinbefore provided, without the consent in writing first obtained by the Publisher from the Syndicate, and the Publisher further covenants and agrees that the termination of this contract shall end and terminate all rights of publication or of other use of all articles, pictures, comics or features delivered hereunder.

Sixth: Each of the foregoing stipulations and covenants on the part of the Publisher to be kept, observed and/or performed is of the essence of this agreement.

Seventh: If, during the term of this contract, the ownership of the aforesaid newspaper be changed, either by way of sale or otherwise, then this contract and the rights hereunder may be assigned, provided the publisher's assignee or successor in interest agrees in writing to assume performance of all the terms and conditions contained herein. Nothing herein last contained, however, shall relieve the Publisher from full and complete performance hereunder.

Eighth: The entire agreement of the parties is hereinabove set forth.

Witness the hands and seals of the parties hereto, the day and year first above written.

King Features Syndicate, Inc. By —— —— —— —— —— ——. By —— —— ——.

Witness: —— —— ——. Witness: —— —— ——.

[fol. 3022] DEFENDANTS' EXHIBIT No. 41

Memorandum of agreement entered into between Chicago Tribune-New York News Syndicate, Inc., a Delaware corporation, hereinafter called the "Publisher" and the undersigned corporation, firm or individual, hereinafter called the "Subscriber," publisher of the ——, hereinafter called the "newspaper."

Witnesseth: For and in consideration of the sum of $1.00 by each of the parties hereto to the other in hand paid, receipt whereof is acknowledged, each of the parties hereto covenants and agrees with the other as follows:

First: The Publisher will furnish f. o, b. each week to the Subscriber in proof or matrix form, and the Subscriber will

accept and regularly publish in its said newspaper the following newspaper features, viz.:

at $—— per week:
at $—— per week:
at $—— per week:
at $—— per week:
at $—— per week:
at $—— per week:
at $—— per week:
at $—— per week:
at $—— per week:
at $—— per week:

for the term of —— beginning on the —— day of ——, 19——, and thereafter until either party has given to the other ninety (90) days' notice in writing of its election to terminate this contract; said notice may be given ninety days prior to the end of the above described term, or at any time thereafter, but shall not effect a termination of the contract until the expiration of ninety days after the giving of said notice. In the event that, for any reason, the Publisher shall be unable to furnish to the Subscriber one or more of the above described features, there shall be deducted from the amount which the Subscriber herein agrees to pay to the Publisher, the amount hereinabove set opposite the above description of such feature or features not furnished, respectively, for each week that the said Publisher shall fail to furnish said feature or features, respectively, and in such event the Publisher shall endeavor, but shall not be obliged, to furnish other matter to the Subscriber, in place of such feature or features as it is unable to furnish, at a price or prices hereinafter to be agreed upon by the parties hereto. If, however, an amount is not hereinabove set opposite each of the above described features, then it is understood and agreed that, in the event the Publisher shall be unable to furnish to the Subscriber one or more of the above described features, there shall be deducted from the amount which the Subscriber herein agrees to pay to the Publisher a reasonable sum representing the proportionate value of such feature or features not furnished, respectively, for each week that the said Publisher shall fail to furnish said feature or features, respectively.

Second: The Subscriber shall pay the Publisher for the aforesaid service throughout the term of this agreement

at the weekly rate or sum of —— dollars ($——), all sums accruing in any one month to be due and payable on or before the 10th of the month following. In the event that the Subscriber shall fail to make any monthly payment as hereinabove provided, the Publisher may suspend all deliveries of the above described features to the Subscriber until such time as said payment is made, and such suspension shall not constitute a breach of this contract on the part of the Publisher.

Third: The Subscriber will not use, or cause or allow to be used, any feature or features furnished to it hereunder, except for one publication of each item thereof in its said newspaper, nor will it give or sell to any person, firm or corporation any of the matter furnished to it by the Publisher hereunder, or any rights of any nature therein, without first obtaining in each instance the written consent of the Publisher. The termination of this agreement shall end and terminate all the Subscriber's rights to any use whatsoever of any and all matter delivered to it hereunder.

Fourth: The Subscriber further agrees that it will cause to be printed in connection with all of the copyrighted or trade-marked matter published by it under this agreement, a copyright and trade-mark notice in the form required by the statute, giving the name of the person or corporation in whose name the copyright of such matter has been obtained.

Fifth: The Subscriber covenants: To pay and discharge all present or future taxes, including income, sales and excise taxes, levied or assesed on this contract and/or on payments made or credited hereunder, or levied or assessed on or payable by either or both of the parties hereto with respect to any and all payments made or credited pursuant hereto; and to indemnify Publisher against same; and to pay the sums specified herein without deduction of any kind.

Sixth: The Subscriber covenants and agrees that it will not publish, or cause or allow to be published, any of the aforesaid matter in advance of the respective release dates therefor set by the Publisher.

Seventh: If the Subscriber fails to keep any of the agreements herein contained by said Subscriber to be kept, or if the Subscriber becomes insolvent, makes an assignment for

the benefit of creditors, is adjudged a bankrupt, or a receiver of the property or business of the Subscriber is appointed, the Publisher may suspend all deliveries of the above described features hereunder and may terminate this contract.

Eighth: No assignment of this contract, or of any rights hereunder, by operation of law or otherwise, shall be valid unless the Publisher shall expressly consent in writing to such assignment.

Ninth: This agreement shall not be binding until it shall have been accepted at Chicago, Illinois, or New York City, New York, by the Publisher by its President, Vice President, Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, Manager or Assistant Manager, and such acceptance shall have been noted hereon.

Tenth: The printed and written provisions hereof constitute the whole agreement between the parties hereto and no oral modification thereof or additions thereto shall be binding upon said parties.

In Witness Whereof the parties hereto have caused this instrument to be duly executed this —— day of —— 19—.

Chicago Tribune-New York News Syndicate, Inc. (Publisher). By —— ——. Title: —— ——.

—— —— (Subscriber). By —— ——. Title: —— ——.

Accepted Chicago Illinois, New York City, N. Y. ——, 19. Chicago Tribune-New York News Syndicate, Inc. By —— ——. Title: —— ——.

[fol. 3023] DEFENDANTS' EXHIBIT No. 42

Chicago Tribune-New York News Syndicate, Inc.
News Building, New York

May 11, 1943

As requested, the starting dates on our present comics are listed below:

Gumps, February 12, 1917.
Little Orphan Annie, November 2, 1924.
Moon Mullins, June, 1920.
Dick Tracy, October 4, 1931

Winnie Winkle, August, 1920.
Gasoline Alley, August 24, 1919.
Harold Teen, May, 1919.
Smitty, November 29, 1922.
Terry & the Pirates, November 22, 1934.
Smilin' Jack, October 1, 1933.
Deathless Deer, November 9, 1942.
The Neighbors, April, 1939.
Little Joe, October 1, 1933.
Sweeney & Son, October 1, 1933.
Tiny Tim, November 27, 1932.
Dill & Daffy, November 24, 1935.
Smokey Stover, March 10, 1935.
Spooky, May 12, 1935.
Teenie Weenies, May 11, 1941.
Josie, August 11, 1935.
Corky, August 18, 1935.
Nuts & Jolts, September, 1939.

[fol. 3024] DEFENDANTS' EXHIBIT No. 44

Of the first fifty Morning newspapers in the United States and Canada in total advertising for the year 1942, according to Media Records, those using some feature or features from the Chicago Tribune-New York News Syndicate are the following:

1. *Chicago Tribune
2. Philadelphia Inquirer
3. *Los Angeles Times
4. *New York News
5. *New Orleans Times Picayune
6. *Washington Times Herald
7. Boston Herald
8. Washington Post
9. Louisville Courier Journal
10. Memphis Commercial Appeal
11. Miami Herald
12. Rochester Democrat & Chronicle
13. Dallas News
14. *Portland Oregonian
15. *Detroit Free Press
16. Baltimore Sun
17. Cleveland Plain Dealer

18. Boston Globe
19. Philadelphia Record
20. Johnstown Democrat
21. *Salt Lake City Tribune
22. Evansville Courier
23. *Buffalo Courier Express
24. Reading Times
25. Pittsburgh Post Gazette
26. Troy Record
27. *Omaha World Herald
28. San Diego Union
29. Atlanta Constitution
30. Richmond Times Dispatch
31. *Nashville Tennessean
32. Tulsa World
33. Jacksonville Times Union
34. Wilkes Barre Record
35. Worcester Telegram
36. Houston Post
37. Seattle Post Intelligencer
38. Cincinnati Enquirer
39. St. Louis Globe Democrat

Of the remaining eleven newspapers, 6, the New York Times, Camden Post, New York Herald Tribune, Indianapolis Star, Peoria Journal Transcript, Trenton State Gazettte cannot be sold because of territorial restrictions. Three, the Los Angeles Examiner, the San Francisco Examiner and the Los Angeles News because of their own affiliated feature organizations and prior commitments in their fields on our part, are non-users. In the case of the Schenectady Gazette, this territory fomerly belong to Albany and while this has not been released, the Gazette has built a following through the years for those features and comics used from other sources.

[fol. 3025] DEFENDANTS' EXHIBIT No. 45

Of the first fifty Evening newspapers in the United States and Canada in total advertising for the year 1942, accord-

---

*Asterisk denoted clients—Chicago Tribune Press Service. List includes Boston Post.

ing to Media Records, those using some feature or features from the Chicago Tribune-New York News Syndicate are the following:

1. Washington Star
2. Baltimore Evening Sun
3. Detroit News
4. Buffalo News
5. Philadelphia Evening Bulletin
6. Akron Beacon Journal
7. Boston Traveler
8. Toronto Star
9. Cleveland Press
10. Dallas Times Herald
11. Providence Bulletin
12. Toledo Blade
13. Dayton News
14. Toronto Telegram
15. Houston Chronicle
16. Washington Times Herald
17. Columbus Dispatch
18. Syracuse Herald Journal
19. Louisville Times
20. Seattle Times
21. St. Louis Post Dispatch
22. Richmond News Leader
23. Atlanta Journal
24. Minneapolis Star Journal
25. Oakland Tribune
26. Youngstown Vindicator
27. Cincinnati Times Star
28. Detroit Times
29. Portland Journal
30. Fort Wayne News Sentinel
31. San Antonio News
32. Pittsburgh Sun Telegraph
33. Birmingham News
34. Dayton Herald
35. *Denver Post
36. St. Paul Dispatch
37. Los Angeles Herald Express
38. Pittsburgh Press

---

* Asterisk denoted Chicago Tribune Press Service client.

In this list, the Canadian newspapers were carried without a numbered listing making a total of fifty-four newspapers. Therefore of the remaining seventeen newspapers, nine, the Newark News, Milwaukee Journal, Indianapolis News, Chicago Daily News, Flint Journal, New York Sun, South Bend Tribune, New York World Telegram and the Camden Courier cannot be sold because of territorial restrictions. Five newspapers, Baltimore News Post—having affiliated feature organizations—Hartford Times, Rochester Times Union, Montreal La Press and Montreal Star are non-users because of heavy and prior commitments on our part in their respective fields. This leaves but two papers, the Sacramento Bee and San Diego Tribune-Sun, not taking our features although they are available to them.

[fol. 3026] DEFENDANTS' EXHIBIT No. 46

Chicago Tribune-New York News clients on the basis of circulation leadership. Figures taken from the Editor & Publisher Year Book for 1943 show the following newspapers lead in circulation in the United States:

1	2,013,200	*New York Daily News	(blanket)
2	1,005,992	*Chicago Tribune	(blanket)
3	804,684	New York Mirror	(News Territory)
4	623,157	Philadelphia Bulletin	(client)
5	618,694	New York Journal American	(News Territory)
6	466,045	Chicago Herald American	(Tribune Territory)
7	456,133	Philadelphia Inquirer	(client)
8	443,057	Chicago Daily News	(Tribune Territory)
9	440,086	New York Times	(News Territory)
10	395,567	Chicago Times	(Tribune Territory)
11	392,396	*Boston Post	(client)
12	381,971	Detroit News	(client)
13	377,808	New York World Telegram	(News Territory)
14	356,836	*Detroit Free Press	(client)
15	347,407	Detroit Times	(client)
16	312,969	*Kansas City Star	(client)
17	311,808	Boston Record	(client)
18	310,447	New York Herald Tribune	(News Territory)
19	308,561	*Kansas City Times	(client)
20	280,378	Milwaukee Journal	(Tribune Territory)
21	277,057	Chicago Sun	(Tribune Territory)
22	276,805	New York Sun	(News Territory)
23	265,087	Los Angeles Herald-Express	(client)
24	261,095	St. Louis Post Dispatch	(client)
25	247,829	Cleveland Press	(client)
26	246,461	St. Louis Globe-Democrat	(client)
27	240,411	Pittsburgh Press	(client)
28	236,308	Philadelphia Record	(client)
29	235,530	Los Angeles Examiner	(non-client-Hearst)
30	235,487	*Los Angeles Times	(client)
31	234,878	Buffalo News	(client)
32	233,650	Pittsburgh Post Gazette	(client)

*Asterisk denoted Chicago Tribune Press Service clients.

DEFENDANTS' EXHIBIT No. 46—Continued

33	223,616	Cleveland Plain Dealer	(client)
34	241,624	Minneapolis Star-Journal	(client)
35	220,661	Los Angeles Daily News	(non-client)
36	220,233	*Washington Times Herald	(client)
37	219,363	New York Post	(News Territory)
38	218,960	Boston Traveler	(client)
39	205,889	Newark News	(News Territory)
40	197,667	Baltimore News Post	(non-client-Hearst)
41	177,461	*Washington Star	(client)
42	176,258	Boston Evening Globe	(client)
43	175,226	*Pittsburgh Sun Telegraph	(client)
44	175,085	Atlanta Journal	(client)
45	172,883	St. Louis Star Times	(client)
46	170,891	Des Moines Register & Tribune	(Tribune Territory)
47	170,371	Baltimore Evening Sun	(client)
48	167,198	*Denver Post	(client)
49	162,963	Boston American	(client)
50	159,971	Baltimore Morning Sun	(client)

* Asterisk denoted Chicago Tribune Press Service clients.

** Due error, Minneapolis Star Journal should really be in place 27 and others following one number lower.

*** Daily circulations only are those used in above comparison.

[fol. 3027] DEFENDANTS' EXHIBIT No. 48

1942 Expenditures for Collection of News by

New York News

	Amount
Domestic:	
Local and Domestic Staff Salaries	$1,042,559 38
Miscellaneous Space Payments	64,103 70
Local and Domestic Expenses	310,658 36
Domestic telegraph dispatches	34,773 78
	$1,452,095 22
Foreign:	
Short-Wave Radio—Salaries and expenses	$21,942 28
Services:	
Associated Press—News	$76,241 49
Associated Press—Photographic	53,000 00
United Press	42,871 81
Ships News Reporter	234 00
Standard News Association	12,775 00
City News Los Angeles	381 00
New York City News	13,750 31
Washington City News Service	1,270 65
Chicago Tribune-New York News Syndicate, Inc.—	
Features, Fiction and Comics	103,275 00
	$303,799 46
Photographic Dept. (exclusive of A. P. Service)	
Domestic Salaries	$176,552 27
Photographs	43,712 14
Acme Picture Service	31,285 68
Domestic Expense	67,789 48
Color Studio—Salaries and Expense	32,177 08
	$351,516 65

DEFENDANTS' EXHIBIT No. 48—Continued

	Amount
Sunday Department:	
Salaries	$152,730.05
Articles	18,911.84
Expenses	3,038.20
	$174,680.09
Total	$2,304,033.70

Note:
The above totals do not include:
(1) Any portion of management executive salaries.
(2) Social Security taxes, group life insurance premiums and retirement annuity expenses, etc.

[fol. 3028] DEFENDANTS' EXHIBIT No. 49

Editorial Contents Breakdown

	% Total	% Foreign	% Domestic
Sunday, April 25, 1943:			
Local	49%		
A. P.	30%	12%	18%
U. P.	20%	8%	13%
Monday, April 26, 1943:			
Local	53%		
A. P.	26%	11%	15%
U. P.	21%	14%	7%
Tuesday, April 27, 1943:			
Local	51%		
A. P.	28%	11%	17%
U. P.	21%	16%	5%
Wesnesday, April 28, 1943:			
Local	50%		
A. P.	41%	21%	20%
U. P.	9%	5%	4%
Thursday, April 29, 1943:			
Local	59%		
A. P.	16%	5%	11%
U. P.	25%	6%	19%
Friday, April 30, 1943:			
Local	62%		
A. P.	21%	7%	14%
U. P.	17%	13%	4%
Saturday, May 1, 1943:			
Local	54%		
A. P.	26%	9%	17%
U. P.	20%	12%	8%

[fol. 3029] DEFENDANTS' EXHIBIT No. 50

Editorial Contents Breakdown

	Linage	% Total	% Foreign	% Domestic
Sunday, May 2, 1943:				
Local	4,366	54%		
A. P.	2,467	31%	11%	20%
U. P.	1,189	15%	5%	10%
Monday, May 3, 1343:				
Local	5,249	67%		
A. P.	1,460	19%	4%	15%
U. P.	1,104	14%	12%	2%
Tuesday, May 4, 1943:				
Local	3,237	52%		
A. P.	1,265	20%	3%	17%
U. P.	1,715	28%	12%	16%
Wednesday, May 5, 1943:				
Local		49%		
A. P.		24%	10%	14%
U. P.		27%	7%	20%
Thursday, May 6, 1943:				
Local		61%		
A. P.		15%	8%	7%
U. P.		24%	11%	13%
Friday, May 7, 1943:				
Local		58%		
A. P.		27%	13%	14%
U. P.		15%	9%	6%
Saturday, May 8, 1943:				
Local		49%		
A. P.		26%	13%	13%
U. P.		25%	22%	3%
7 Days Total:				
A. P.		23%	9%	14%
U. P.		21%	11%	10%

[fol. 3036] DEFENDANTS' EXHIBIT No. 51

New York Daily News

	Wire Photo Weekly	Other Photos Weekly	News Weekly	Total
Associated Press	$1,017.70	$37.50	$1,118.55	
	20.00	35.00	18.00	
			350.00	
Total Weekly	$1,037.70	$72.50	$1,486.55	$2,596.75
Per Annum	$53,960.40	$3,770.00	$77,300.60	$135,031.00

	News Only Weekly	Rate Per Annum
New York City News	$264.43	$13,750.51
Washington City News	24.44	1,270.65
Standard News Service	245.67	12,775.00
United Press	824.46	42,871.81
City News Service of Los Angeles	7.33	381.00
Ship News Reporters Assn.	4.50	234.00
Total	1,370.83	$71,282.97

	Photos Only Weekly	Rate Per Annum
Acme Newspictures	$601.65	$31,285.68

[fol. 3031] DEFENDANTS' EXHIBIT No. 1

Contract

Agreement made this —— day of ——, 19—, between The Chicago Daily News, Inc. of 400 West Madison Street, Chicago, Illinois, hereinafter referred to as the "News," and

hereinafter referred to as the "Publisher."

In consideration of the mutual covenants and undertakings hereinafter set forth, it is agreed as follows:

1. The News shall deliver by leased wire, daily except Sunday, between the hours of 6:00 and 8:00 A.M. Central Standard Time, The Chicago Daily News Foreign Service to the Publisher, and the Publisher shall accept said Service from the News, for one publication, in the Publisher's newspaper known as ——.

2. This Service shall begin on ——. This agreement shall be for the period of one year therefrom, and shall continue thereafter until cancelled by either party upon first giving 90 days' written notice.

3. The Publisher shall pay for the Service at the rate of $—— per week, which rate includes delivery cost, payment to the News to be made promptly upon receipt of weekly invoice.

4. During the term of this agreement, the Publisher shall have exclusive right of publication of The Chicago Daily News Foreign Service in the city or territory described as ——.

5. The News shall in no event be liable for any loss or damage which may accrue to the Publisher on account of the publication by the latter of The Chicago Daily News Foreign Service.

6. The Publisher shall use the credit line "The Chicago Daily News Foreign Service" in connection with all material published from said Service.

7. The Publisher shall not permit, nor give or sell, to any person, firm or corporation, any use or publication of material received from the News.

In witness whereof, the parties hereto have caused their respective names to be signed hereunder as of the date first above written.

The Chicago Daily News, Inc. By —— ——, Treasurer. (Publisher) —— ——. By —— ——.

[fol. 3032] DEFENDANTS' EXHIBIT No. 3

The 947 correspondents and string men in the United States are located as follows:

Alabama	3	Nebraska	10
Arizona	4	Nevada	2
Arkansas	3	New Hampshire	3
California	6	New Jersey	4
Colorado	4	New Mexico	5
Connecticut	6	New York	14
Delaware	1	No. Carolina	9
Florida	21	North Dakota	7
Georgia	7	Ohio	44
Idaho	2	Oklahoma	9
Illinois	211	Oregon	5
(*plus* string men—10)		Pennsylvania	25
Indiana	110	Rhode Island	1
Iowa	55	So. Carolina	3
Kansas	13	So. Dakota	11
Kentucky	17	Tennessee	9
Louisiana	6	Texas	15
Maine	4	Utah	2
Maryland	2	Virginia	7
Massachusetts	12	Vermont	3
Michigan	98	Washington	8
Minnesota	14	W. Virginia	6
Mississippi	6	Wisconsin	95
Missouri	23	Wyoming	7
Montana	4		

[fol. 3033] DEFENDANTS' EXHIBIT CH–4

1942 Expenditures for Collection of News by Chicago Tribune-New York News

Domestic:	Chicago Tribune	New York News
Local and Domestic Staff Salaries	$1,148,683 09	$1,042,559 38
Miscellaneous space payments	15,614 19	64,103 70
Local and Domestic Expenses	281,687 34	310,658 36
Domestic telegraph dispatches	91,909 14	34,773 78
	$1,537,893 76	$1,452,095 22

DEFENDANTS' EXHIBIT CH-4—Continued

	Chicago Tribune	New York News
Foreign:		
Salaries	$ 93,597.11	—
Space payments and Misc. News Services	4,079.19	—
Expenses	70,773.46	—
Cables and radio	65,417.22	—
	$ 233,866.98	—
Services:		
Associated Press—News	$ 53,647.77	$ 76,241.49
Associated Press—Photographic	24,974.12	53,000.00*
Associated Press—Patsy Comic	1,300.00	—
United Press	—	42,871.81
Ships News Reporter	—	234.00
Standard News Association	—	12,775.00
City News Los Angeles	—	381.00
New York City News	—	13,750.51
Washington City News Service	1,270.65	1,270.65
City News Association Service	41,336.68	—
Chicago Tribune-New York News Syndicate, Inc.		
Features	19,990.00	
Fiction	15,340.00	104,575.00
Comics	85,690.00	
	$ 243,549.22	$ 305,099.46
Photographic Dept. (exclusive of A. P. Service)		
Domestic Salaries	$ 83,822.52	$ 176,552.27
Photographs	14,830.10	43,712.14
Acme Picture Service	21,472.15	31,285.68
Domestic Expense	38,936.89	67,789.48
Color Studio—Salaries and Expenses	38,633.19	32,177.08
	$ 197,694.85	$ 351,516.65
Sunday Departments:		
Salaries	$ 149,172.61	$ 152,730.05
Articles	20,874.33	18,911.84
Expenses	21,411.48	1,738.20
	$ 191,458.42	$ 173,380.09
Total	$2,404,463.23	$2,282,091.42

*The total charges from the Associated Press amounted to $129,241.49, the Photographic portion is estimated at $53,000.00.

Chicago Tribune—The above totals do not include:

(1) Any portion of management executives' salaries.

(2) Social Security Taxes, Group Life Insurance premiums and Pension expenses.

(3) [illegible]location of Switchboard salaries and Expenses which totaled [illegible],000.00 in 1942.

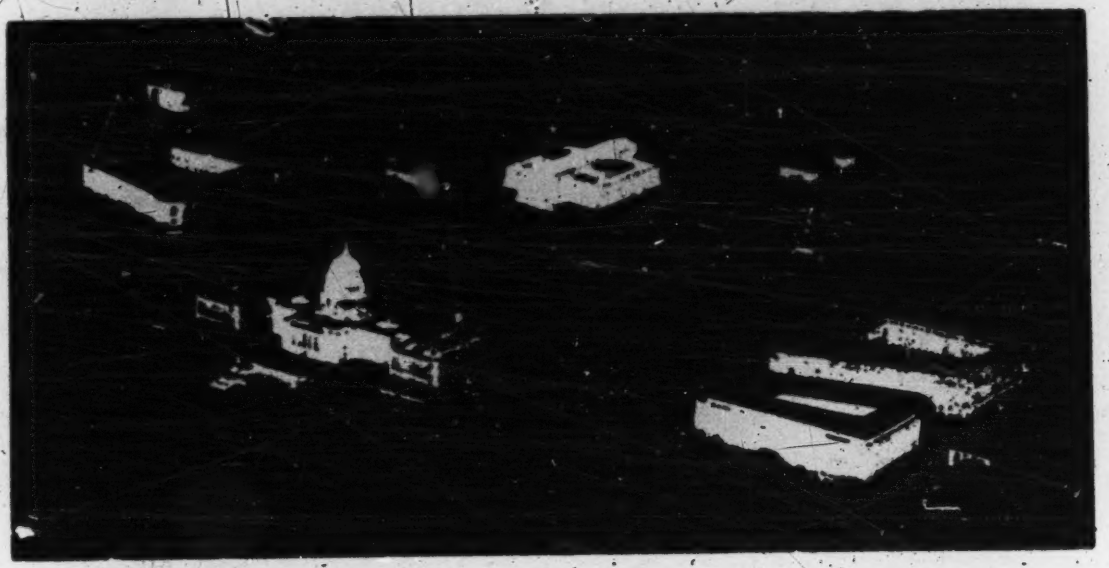
New York News—The above totals do not include:

(1) Any portion of management executive salaries.

(2) Social Security taxes, group life insurance premiums and retirement expenses.

(3) Any allocation of Switchboard salaries which totaled $26,000.00 in 1942

EJS:PFC: 5/3/43



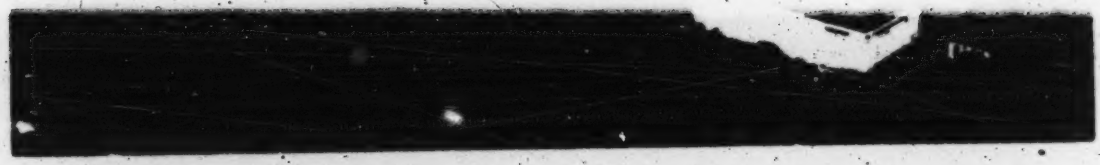
It's News . . .

When a Washington Newspaper Adds to Its Washington News with THE CHICAGO SUN

The Washington Post, ace morning newspaper of the nation's capital, now adds to its columns the news gathered, written, analyzed, and interpreted by the Washington Bureau and Foreign Service of THE CHICAGO SUN.

Eighteen top-flight newsmen, each a specialist in a particular field, comprise THE CHICAGO SUN'S Washington staff. Four foreign correspondents roam the world's capitals. Their total daily output presents a thorough, reliable, complete, understandable news picture of world-shaking events now happening where anything can happen, and usually does. Events now affecting the life and purse of every American; of every American home and family.

The Washington Post policy is "constant improvement." Their addition of the expert staff of the SUN'S Washington Bureau is definite evidence of that policy.



It's News . . .

When a Washington Newspaper Adds to Its Washington News with THE CHICAGO SUN

The Washington Post, ace morning newspaper of the nation's capital, now adds to its columns the news gathered, written, analyzed, and interpreted by the Washington Bureau and Foreign Service of THE CHICAGO SUN.

Eighteen top-flight newsmen, each a specialist in a particular field, comprise THE CHICAGO SUN'S Washington staff. Four foreign correspondents roam the world's capitals. Their total daily output presents a thorough, reliable, complete, understandable news picture of world-shaking events now happening where anything can happen, and usually does. Events now affecting the life and purse of every American; of every American home and family.

The Washington Post polices its "constant improvement." Their addition of the expert staff of the SUN'S Washington Bureau is definite evidence of that policy.

And Chicago readers share with Washington readers the work of these brilliant reporters. They read the news stemming from the hub of a warring world seven days a week in

THE CHICAGO SUN

3034

DEFENDANT'S EXHIBIT No. 6

BASCOM TIMMONS
Chief of The Chicago Sun Washington Bureau

CECIL DICKSON
Dean of newsmen covering the Capitol and Congress

CHARLES GRIDLEY
Finance and Labor

THOMAS REYNOLDS
White House and State dept. Travels with President

WARREN WHEATON
Night editor of Bureau; report—13 years with INS and Philadelphia Ledger

HENRY BATCHELDER
General assignments

CECIL HOLLAND
Army and Navy activities

JOSEPH SHORT
Features coordinator of activities —10 years in Capitol

JAMES CRANE
Special feature writer—general assignments

HAROLD BRAYMAN
Politics and economics

PAUL HUBER
War production board

JAMES PIRIE
National defense and labor report

ED JAMIESON
Expert on business

The Chicago Sun Washington Bureau Offers

18

Pairs of alert Eyes and Ears in Washington for your readers

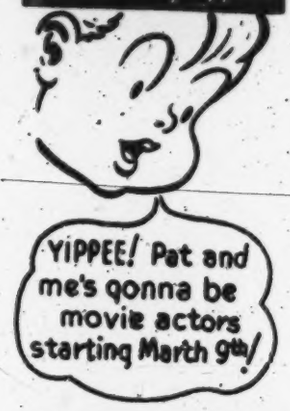
NEWSPAPER readers don't have to be convinced of the importance of Washington news. They know their capital is today's "World War Capital." That it's busy history-making 24 hours a day, 7 days a week. They are aware that decisions about the food they eat, the clothes they wear, the war they're fighting and the taxes they pay, come from Washington. The biggest service you can do for these readers is to give them this news COMPLETE and understandable. This staff of news specialists, The Chicago Sun Washington Bureau, can do the job for them—for you!

If title is open today, And not otherwise engaged, you can write there is a nice spot there for your newspaper.

THE CHICAGO SUN Syndicate

HARRY BAKER, GENERAL MANAGER
400 WEST MADISON STREET · CHICAGO, ILL.

100% Family Appeal



Beginning a riotous new episode in the lives of the

TOODLE FAMILY

. . . The long-awaited genuine American family comic strip

● Hollywood cast the Toodle twins . . . came to their home town to take over . . . instead. Pat and Penny "took over" Hollywood! That's exactly what the Toodle family will do to the hearts of your readers. Send for proofs and terms today.

Available in 5 or 6 columns daily — Half-page color Sunday

CECIL DICKSON
Dean of reporters covering the Capital and Congress

CHARLES GRIDLEY
Finance and Labor

L. THOMAS REYNOLDS
White House and State dept. Travels with President

WARREN WHEATON
Night editor of Bureau; expert—13 years with INS and Philadelphia Ledger

HENRY BATCHELDER
General assignments

CECIL HOLLAND
Army and Navy activities

JOSEPH SHORT
Reports congressional affairs—10 years in Capital

JAMES CRANE
Special feature writer—general assignments

HAROLD BRAYMAN
Politics and economics

PAUL McGUIRE
War production board

JAMES FREE
National defense and labor expert

ED JAMIESON
Expert on business

FRANCES CONNOR
Military matters

ANN COTTRELL
Of and about women in Washington

CARLOS NAGEL
Latin American expert

J. LACEY REYNOLDS
Supreme Court—general assignments

TREMAINE ROBINSON
Authority on farm news

The Chicago Sun
Washington Bureau Offers

18

Pairs of alert Eyes and Ears in Washington for your readers

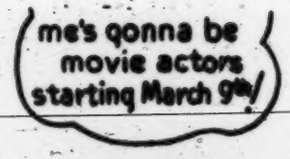
NEWSPAPER readers don't have to be convinced of the importance of Washington news. They know their capital is today's "World War Capital". That it is busy history-making 24 hours a day, 7 days a week. They are aware that decisions about the food they eat, the clothes they wear, the war they're fighting and the taxes they pay, come from Washington. The biggest service you can do for these readers is to give them this news COMPLETE and understandable. This staff of news specialists, The Chicago Sun Washington Bureau, can do the job for them . . . for you.

If you'd like to see today's and last week's columns by any one of these 18 news specialists for your newspaper . . .

THE CHICAGO SUN *Syndicate*

HARRY BAKER, GENERAL MANAGER
400 WEST MADISON STREET CHICAGO ILL.

Reprinted from the February 28th issue of
Editor & Publisher



Beginning a riotous new episode in the lives of the

TOODLE FAMILY

. . . The long-awaited genuine American family comic strip

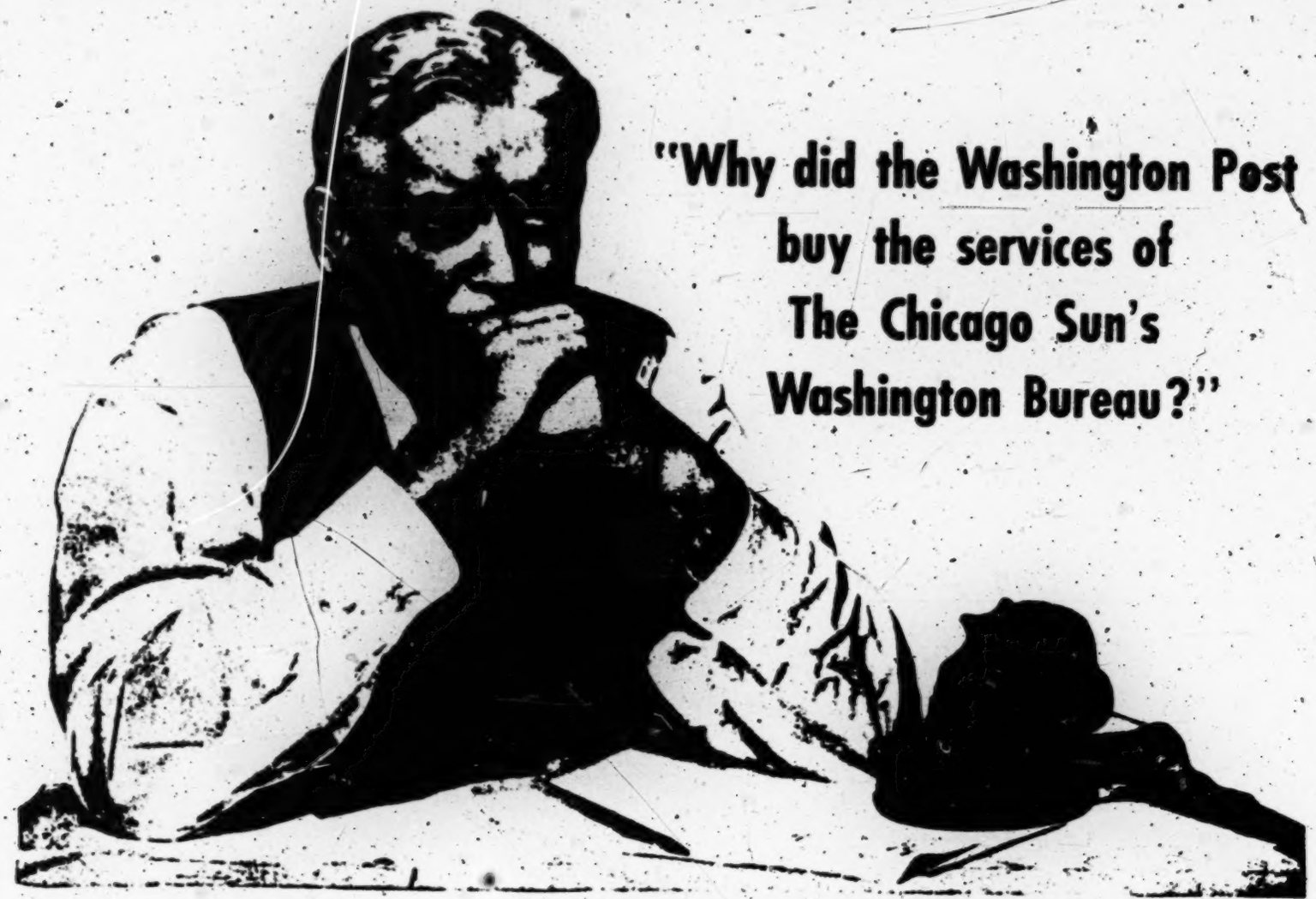
● Hollywood cast, the Toodle twins . . . came to their home town to take over . . . instead, Pat and Penny "took over" Hollywood! That's exactly what the Toodle family will do to the hearts of your readers. Send for proofs and terms today.

Available in 5 or 6 columns daily
— Half-page color Sunday

Reprinted from the February 28th issue of
Editor & Publisher

2188

Reprinted from EDITOR & PUBLISHER for FEBRUARY 14, 1942



"Why did the Washington Post buy the services of The Chicago Sun's Washington Bureau?"

THE CHICAGO SUN WASHINGTON BUREAU

Turner Catledge
Chief Correspondent of The Chicago Sun

Bascom N. Timmons
Chief of Bureau—40 years a Washington correspondent

James S. Pope
National Defense and labor expert

Warren W. Wheaton
Night editor of Bureau—in Washington 14 years with INS and Philadelphia Ledger

Henry D. Batcheldor
Brokerage and banking expert

Carlos C. Nagel
Latin American expert

Logical Question! Why did they?

WASHINGTON POST EDITORS are keenly alert . . . eager to maintain their paper's policy of "Constant Improvement." They are aware that Washington no longer is just the U. S. Capital, but the "World War Capital!" Accordingly, the Post reinforced its already thorough and reliable coverage of important Washington news by adding The Chicago Sun's staff of Washington experts.

Washington Post men see this outstanding Bureau operate every day of the United States is affected by today's Washington news. You'll do

THE CHICAGO SUN
WASHINGTON BUREAU

Turner Catledge
Chief Correspondent of The Chicago Sun
Bascom N. Timmons
Chief of Bureau—40 years a Washington correspondent
James S. Pree
National Defense and labor expert
Warren W. Wheaton
Night editor of Bureau—in Washington 15 years with INS and Philadelphia Ledger
Henry D. Batcheldor
Brokerage and banking expert
Carlos C. Nagel
Latin American expert
Charles O. Gridley
Finance and labor
Francis Connor
Military matters
Ann Cottrell
On and about women in Washington
Edward Jamieson
Expert on Business
James B. Crane
Feature writer and general assignments
Tremaine F. Robinson
Authority on Farm news
J. Leroy Reynolds
Supreme Court and general assignments
Cecil B. Dickson
Treasury and Congressional appropriations
Harold Brayman
Politics and economics—in Washington since 1918
Thomas F. Reynolds
Former president of White House Correspondents Association
Joseph M. Short, Jr.
Day editor of Bureau—veteran AP deskman —10 years in capital
Cecil Holland
Army and Navy activities

Logical Question! Why did they?

WASHINGTON POST EDITORS are keenly alert . . . eager to maintain their paper's policy of "Constant Improvement." They are aware that Washington no longer is just the U. S. Capital, but the "World War Capital!" Accordingly, the Post reinforced its already thorough and reliable coverage of important Washington news by adding The Chicago Sun's staff of Washington experts.

Washington Post men see this outstanding Bureau operate every day . . . know first-hand its thoroughness and reliability . . . are intensely aware of the highly specialized service it offers.

The life and purse of every citizen of the United States is affected by today's Washington news. You'll do your readers a service by giving them this vital news in a form understandable, complete, direct from America's leading Staff of Experts. The Chicago Sun Washington Bureau.

Telephone, wire or write for exclusive territorial rights

THE CHICAGO SUN *Syndicate*

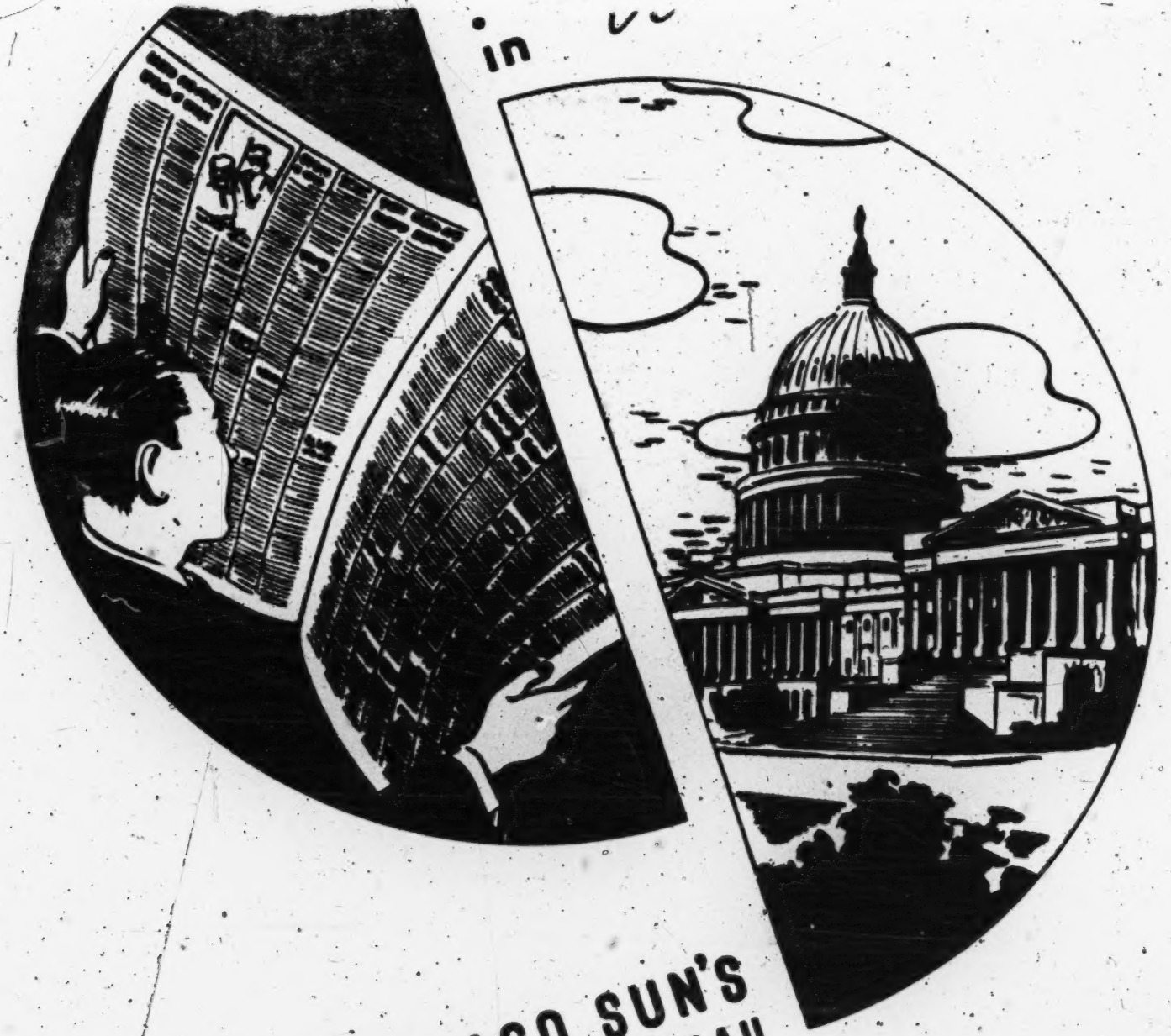
Harry Baker, General Manager 400 W. Madison, Chicago, Illinois

3036

3189

DEFENDANT'S EXHIBIT No. 9

18 pairs of eyes and ears for your readers in *Washington*



THE CHICAGO SUN'S
WASHINGTON BUREAU

3037

CECIL B. DRASDEN—Fifteen years in Washington, former head of INS regional staff, and head of AP before that. Authority on naval matters. Heads Sun's Combined Staff.

THOMAS F. REVERDY . . . Formerly regional director United Press; covers the White House for The Sun; also the State Department.

BARNEY N. TIMMONS . . . Working newspaperman in Washington for 30 years, and knows every president since Taft, covered every National Convention since 1912. Now heads The Sun's Bureau.

CECIL HOLLAND—Had worked in Chattanooga before Washington. Covers War and Navy Depts.

JAMES FREE—Formerly on Birmingham & Richmond papers. Specialty: National Defense.

HENRY D. BATCHELDER—Formerly of Wall St. To Washington as reporter in 1936. General.

JOSEPH H. SHORT, JR.—In Washington 10 years for AP, White House and Congress. Sun Bureau's day editor.

J. JACEY REVERLEY—Reporter in Nashville, later on Washington Times-Herald. Features.

FRANCIS CONNOR—In Washington 16 years for Chicago News. Specialty: Military matters.

CARLOS G. NAGEL—Chilean born, worked for many U. S. papers. Latin-American expert.

ANN COTTRELL—Ex Richmond and N. Y. and Washington staff Newsweek. Features.

HAROLD BRAYMAN—In Washington 14 years for N. Y. Post, and Ledger. Political commentator.

TREMAINE F. ROBINSON—Formerly Washington man for Minneapolis Journal. Agriculture.

WARREN H. WHEATON—In Washington 15 years for INS & Ledger. Night editor of Sun's Bureau.

JAMES B. CRAIG—On Federal Departments for U. S. News, and a number of papers.

CHARLES O. GRIDLEY—In Washington 20 years. Former National Press Club President. VP of Gridiron Club.

PAUL B. McGEE—Was with N. Y. Journal of Commerce. Covers the War Production Board.

EDWARD JAMIESON—Correspondent 14 years; covered all departments. Specialty: Business.

Give **YOUR** readers the most **COMPLETE** Washington coverage in America from this

Staff of Experts

THE CHICAGO SUN'S WASHINGTON BUREAU

"Hire" These Specialists for Your Newspaper!

Every reader, every editor is intensely aware of the importance of today's Washington News.

Readers, because so much is happening there affecting their lives . . . regulations about food, rent, tires . . . laws about their businesses, their taxes, their war.

Editors are concerned because it's their job to give readers this much-wanted news.

Washington, world's busiest city, is jam-packed with bureaus, agencies, divisions so numerous their coverage would appear an impossible task . . . NOT SO when you have it blanketed with these 18 specialists, members of The Chicago Sun's Washington Bureau!

These able newsmen will give your readers the news they're hungry for . . . will give you as an editor or Publisher the most complete Washington news coverage found in America.

Telephone, Write or Wire Today for Exclusive Territorial Rights

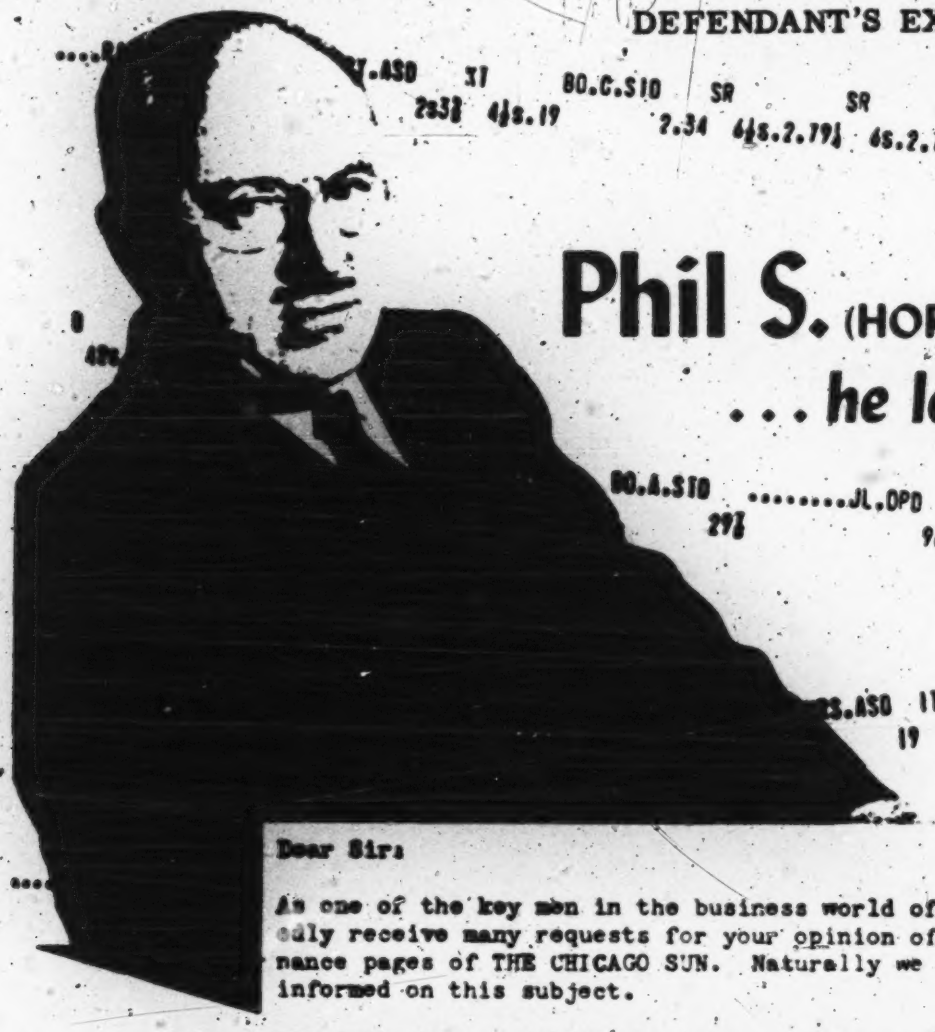
You'll be doing your readers a greater service by keeping them *fully informed* of the news of *Their* capital

THE CHICAGO SUN Syndicate

400 West Madison Street, Chicago, Illinois

HARRY BAKER, GENERAL MANAGER

DEFENDANT'S EXHIBIT No. 10



Phil S. (HORATIO ALGER) Hanna

. . . he learned the hard way!

Dear Sir:

As one of the key men in the business world of your community, you will undoubtedly receive many requests for your opinion of the quality of the Business & Finance pages of THE CHICAGO SUN. Naturally we are most anxious that you be well-informed on this subject.

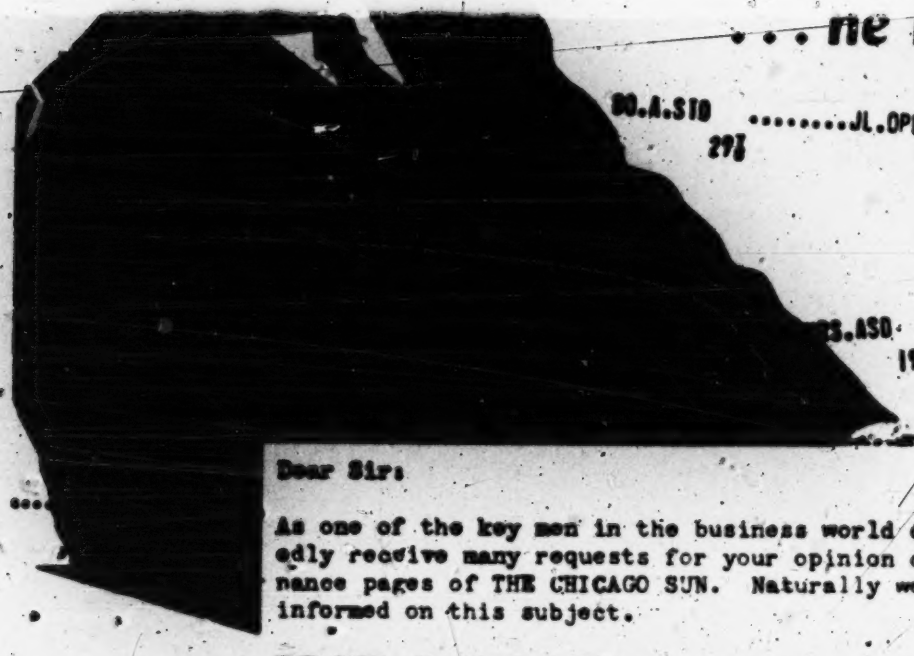
THE SUN's Business & Finance pages are edited by Phil S. Hanna, famed editor and business commentator who left the helm of the Chicago Journal of Commerce to make THE SUN's business pages the best in America! No head-nodding conformist. Hanna has always called 'em as he saw 'em, regardless of anybody.

Hanna's diversified career -- railroader, country banker, bank examiner, city banker, investment banker, business journal editor -- has equipped him with a wealth of first-hand experience, experience that gets the credit for the accuracy and completeness of THE SUN's Business & Finance coverage.

No newspaper west of the Hudson so completely fills the daily needs of the country banker, providing him with all of the principal tools needed in his business. Only in THE SUN will you find complete bond and stock-tables including New York Bid & Asked prices, live stock, packing house products, a wide range of farm commodities, grains, cotton, produce, and all commodities handled on the Mercantile Exchange.

Complete markets, the trends, and ALL THE NEWS! News through the regular channels PLUS news from THE SUN's own famous Washington Bureau -- 18 top-flight experts digging-out, sifting and analyzing the vitally important news that can

. . . he learned the hard way!



Dear Sir:

As one of the key men in the business world of your community, you will undoubtedly receive many requests for your opinion of the quality of the Business & Finance pages of THE CHICAGO SUN. Naturally we are most anxious that you be well-informed on this subject.

THE SUN's Business & Finance pages are edited by Phil S. Hanna, famed editor and business commentator who left the helm of the Chicago Journal of Commerce to make THE SUN's business pages the best in America! No head-nodding conformist. Hanna has always called 'em as he saw 'em, regardless of anybody.

Hanna's diversified career -- railroader, country banker, bank examiner, city banker, investment banker, business journal editor -- has equipped him with a wealth of first-hand experience, experience that gets the credit for the accuracy and completeness of THE SUN's Business & Finance coverage.

No newspaper west of the Hudson so completely fills the daily needs of the country banker, providing him with all of the principal tools needed in his business. Only in THE SUN will you find complete bond and stock tables including New York Bid & Asked prices, live stock, packing house products, a wide range of farm commodities, grains, cotton, produce, and all commodities handled on the Mercantile Exchange.

Complete markets, the trends, and ALL THE NEWS! News through the regular channels PLUS news from THE SUN's own famous Washington Bureau -- 18 top-flight experts digging-out, sifting and analyzing the vitally important news that can come only from Washington -- important government purchases and sales of commodities; coming changes in governmental regulations and laws governing the farm program ---

But why don't we let the paper tell its own story? Subscribe today -- use the enclosed prepaid envelope -- and see for yourself! If you decide, within two weeks, that it's not all that we say it is, we'll gladly refund the price you paid!

Cordially yours,

Donald J. Walsh

Donald J. Walsh
CBO

Circulation Manager
THE CHICAGO SUN

3039

2-192

[fol. 3040] DEFENDANTS' EXHIBIT No. 11

Information for the Press

Release—Immediate

Washington, D. C., January 27, 1942

Statement by Secretary of Agriculture Claude R. Wickard

Secretary of Agriculture Claude R. Wickard today stated that the recent speculative advances in corn prices are unjustified and declared that the Department would use every means at its disposal to maintain reasonable feed prices for livestock, dairy, and poultry producers.

"In view of the record supplies of feed grains now available in this country and a prospective corn carryover of more than 600 million bushels next fall, there is no justification for recent price advances in the corn market," the Secretary declared. "Future prices recently have been exceeding cash prices by considerably more than their usual relationships, indicating unusual speculative interest in corn. There is evidence that corn moving out of the Ever-Normal Granary is being used for speculative purposes rather than for feeding and processing.

"The Department is prepared to take the necessary steps to assure livestock, dairy, and poultry producers an abundance of feed grains at reasonable prices.

"We are today modifying our sales and loan programs so as to make our entire Ever-Normal Granary reserves available to livestock, dairy, and poultry producers and corn processors. We are going to encourage bona fide feeders and processors to carry the largest possible stocks of corn and feed grains in their own storage facilities. This will not only help feeders to stabilize their operations over a longer period of time, but will also help forestall storage and transportation difficulties which may develop when the 1942 wheat crop comes on the market. At the same time we are going to take positive steps to avoid having our Ever-Normal Granary corn supplies end up in the hands of speculative interests. We will also take what-[fol. 3041] ever other steps are necessary to see that elevators which may be needed for storing wheat are not filled with corn held for speculative purposes.

"The Commodity Credit Corporation still owns over 95 million bushels of corn which is more than it sold during 1941. If necessary, loans on approximately 170 million bushels of 1938-39-and 40 corn will be called so that ample corn supplies will be available for immediate nation-wide movement to livestock and poultry producers and processors of livestock feeds. This is exclusive of the corn now going under loan from the 1941 crop, which is also subject to call.

"The Corporation also holds approximately 500 million bushels of pooled and loan wheat and the recently announced sales program for wheat will be expanded if necessary in order to meet feed requirements. Also, the substitution of wheat for the manufacture of alcohol will probably reduce the amount of corn required for conversion into alcohol from the previously estimated 60 million bushels of corn to less than 25 million bushels.

"This program will not be to the detriment of the corn farmer. Corn loans or the cash prices which farmers can now obtain for their crop, plus AAA payments, assure parity for the corn farmer. Programs to assure continuation of these parity returns to the corn farmer will be maintained.

"On the other hand, corn prices pushed higher by speculative interests will jeopardize the entire Food for Freedom campaign, have a retarding effect upon the entire war effort, and eventually be to the long-time disadvantage of the farmer. Corn and livestock prices are now in such relationship as to encourage the conversion of our corn and feed supplies into the livestock and dairy products which are so urgently needed to feed ourselves and the other nations waging war on the Axis. Unwarranted increases in corn prices would either slow down the production of these vital food products or bring about an increase in their prices. A slow-up in the production of meat and dairy products is unthinkable at this time.

[fol. 3042] DEFENDANTS' EXHIBIT No. 12

Information for the Press

United States Department of Agriculture

Release—Immediate

Washington, D. C., January 29, 1942.

Summary of USDA Releases and Reports

The Press Service has issued the following releases and reports. They may be obtained by giving numbers in brackets.

We Have What It Takes. Address by Secretary Wickard, Jan. 28 before meeting of U.S.D.A. War Boards in Southern States, Atlanta, Ga. (1622-42)

Wheat for Ethyl Alcohol. CCC to sell wheat for production of ethyl alcohol, acetone, and butyl alcohol. Price 91 cents per bushel delivered to processors. Lower price to processors with high conversion costs, but not less than 80 cents. (1623-42)

Cotton Bagging Program for 1942. Provides for manufacture of up to four million "patterns" or bale coverings. Maximum prices at which manufacturers can sell established at $1.10 per pattern to cotton producers or ginners, and $1 to distributors. Payments of 35 cents per pattern will be made by SHA to approved manufacturers and CCC will make available to mills cotton from Government-owned stocks. (1631-42)

Evaporated and Condensed Milk Report (January 1942). In producing 286,899,000 pounds evaporated milk (case goods) during December, the industry established new December production high and closed year with largest annual production of record. December output 93 percent larger than December 1940, and 150 percent larger than December 1935-39 average. Total production for year estimated at 3,165,906,000 pounds—28 percent larger than 1940 and 57 percent larger than 1935-39 average. More than exceeded goal set following passage Lend-Lease Act. (1625-42)

Name Sturtevant Chief CCC Small Grains Unit. Chester D. Sturtevant appointed chief CCC Small Grains Sec-

tion. Formerly general executive Chicago grain concern and president Omaha Grain Exchange. (1627-42)

PCA Business Greater Than in 1940. Farm efforts to attain food-for-victory goals reflected in business done by FCA production credit associations in 1941. Up 20 percent over 1940 to $418,000,000 on 232,000 loans. (1628-42)

Weekly Review—American Cotton Linters. Prices were unchanged during week ended January 24. Quality of first-cut linters appeared higher than previous seasons. General price level is highest since October 1929. Cotton prices rose to highest in almost 13 years. Cottonseed crushings to Jan 1 totaled 2,287,000 tons against 2,320,000 tons a year ago. Average cut per ton of linters during first six months of 1941-42 season estimated at 180 pounds, heaviest on record. Prices of cottonseed of base grade, f.o.b. gins Mississippi Valley reported at $50.00 to $55.00 per ton. (1629-42)

[fol. 3043] USDA Reports Food Purchases Week Ending January 24. SMA bought canned pork, 17,013,052 lbs.; cured pork, 4,180,000 lbs.; casings, 32,047 bundles; lard, 16,880,816 lbs.; canned chicken, 125,000 lbs.; beef bungs, 30,000 pieces; American cheese, 8,231,050 lbs.; dry skim milk (roller), 2,089,800 lbs.; evaporated milk, 1,226,750 cases; shell eggs, 18,227 cases; dried whole eggs, 5,729,750 lbs.; dried peas, 80,000 lbs.; dried apples (processed), 375,000 lbs.; dehydrated onions, 20,000 lbs.; canned fish (spots), 5,603 cases; canned fish (futures), 50,000 cases; white flour, 45,200 barrels; rolled oats, 50,010 lbs.; macaroni, 50,004 lbs.; concentrated lemon juice, 15,250 gallons; concentrated orange juice, 131,900 gallons; oranges (for pulp), 7,084 boxes; vitamin A—Fish liver oil, 6,614 lbs.; pecans (unshelled), 275,982 lbs.; sweet potatoes, 896 bu.; squash, 333 tons; fresh grapefruit, 82,209 boxes; grapefruit (for juice), 3,968 tons; grapefruit (for pulp), 206 tons; pine oil, 60,600 gallons; kiln pine oil, 11,000 gallons; tarene, 27,500 gallons; liquid rosin, 1,090,400 lbs.; pine tar oil, 64,200 gallons; wood rosin, 4,400,000 lbs.; CCC made available for Lend-Lease: gum rosin, 5,532,800 lbs. (1630-42)

Statement by Secretary Wickard. Secretary stated that recent speculative advances in corn prices are unjustified and declared Department would use every means at its disposal to maintain reasonable feed prices. There is

evidence corn moving out of Ever-Normal Granary is being used for speculative purposes. Department modifying programs to make entire reserves available to livestock, dairy, poultry producers and corn processors. CCC owns over 95 million bushels of corn. If necessary loans on 170 million bushels of 1938-39-40 corn will be called. CCC also holds 500 million bushels pooled and loan wheat and sales program will be expanded if necessary. (1633-42)

Merchantable Potato Stocks. Stocks in hands of growers, local buyers or dealers on Jan. 1 estimated 6 percent smaller than year earlier but 1 percent above 10-year average. January 1 holdings 104,633,000 bushels, compared with 111,693,000 bushels Jan. 1, 1941 and 10-year average of 103,191,000 bushels. (1635-42)

Monthly Dry Milk Report. At 12.38 cents per pound, the average manufacturers' price of all dry skim milk sold was highest reported for any month of 18 years of comparable record. Average was increase of .30 cents per pound over the November average, and 6 cents per pound over December average 1940. December sales for human consumption averaged 12.77 cents and for animal feed 8.67 cents. December 1940 corresponding averages were 6.95 cents and 4.83 cents. (1636-42)

An Investment in Farm Democracy. Address of R. W. Evans, AAC Administrator, at the annual banquet Canadian Federation of Agriculture, Ottawa, Jan. 29. (1638-42)

Extend Food Stamp Program to Jefferson Davis and Iberia Parishes, La. Henderson and Lauderdale Counties, Tenn., and Dartmouth and Tewksbury, Mass. (1639-42)

Farm-Retail Price Spreads. Prices paid farmers for a representative group of food products rose nearly 4 percent mid-November to mid-December, while rise in cost to consumers negligible. Farmers' share of consumers' food dollar increased from 50 cents in November to 52 cents in December. Food prices in December averaged 15 percent higher than December 1940; nonagricultural income averaged 17 percent higher than December 1940.

DEFENDANT'S EXHIBIT No. 13

'Shangri-La' Revealed as Carriers

3 DAILY

THE CHICAGO SUN

HOME

OL. 2—No. 137 | MONDAY, APRIL 19, 1943 | Tel. ANDover 4800 | 24 PAGES

DOWN 30 PLANES IN AFRICA

Ships Sent Bombers to Blast Tokyo

Secret Is Told One Year After Historic Raid

EXTRA

The "Shangri-La" from which American planes took off to bomb Tokyo apparently was revealed at last yesterday, a year after the United States Air Forces [illegible] Japan the first bombing in [illegible] history.

"Eleven of the men who flew [illegible] bombers from aircraft carriers to bomb Tokyo with Maj. [illegible] James H. Doolittle. . . ."

A United Press dispatch from [illegible] of the North African air [illegible] started with these words

Not Ready for War

Soft Living Leaves Mark On Manpower of America

Army Rejections Average 42 Per Cent As Against 31 Per Cent in World War I

This is the first of three articles concerning the alarmingly high rate of physical disability found among American men drafted for military service, and the significance of the Army's physical fitness findings in the light of the nation's future public health policies.

By James B. Crane.

Washington Bureau of The Chicago Sun

Washington, April 18.—A quarter of a century of physically soft living since the United States fought in World War I has left its indelible mark on American manhood.

There are 22,[illegible] American men between the ages of 18 and 38. More than 9,[illegible] of them are today physically unfit to serve their country as members of its armed forces in the greatest warfare test of all time.

These facts have been established by the Surgeon General of the U.S. Army and medical examiners of the Selective Service System.

Rejections Sharply Up.

Physical standards for American military service are virtually the same today as they were at a comparable period of the first World War. In 1917 and 1918, an average of 31 per cent of American men were rejected for military service because of physical

Jake Wade Wild; Cubs Win 4 to 1

The Cubs, taking advantage of the wildness of Southpaw Jake Wade in the late innings, yester-

BLESSING THE PALMS

Archbishop Samuel Stritch blessing the palms yesterday morning at Holy Name Cathe-

Allies Pound at Ports in Sicily

Patrols Active on 120-Mile Front; New Drive Expected

By Virgil Pinkley.

United Press Staff Correspondent

United Nations Headquarters, North Africa, April 18.—Allied air fleets shot down 30 more enemy planes yesterday and blasted steadily at Sicilian ports which supply the Axis Tunisian armies.

Allied land forces in Tunisia prepared for a big push with patrol jabs all along the 120-mile front.

[The Berlin radio said the fighting in North Africa "is now in the phase of preparation preceding the decision for the bridgehead." The battle to come, Berlin said, "will prove to the adversary that a heavy toll in blood and material will be taken; he will have a foretaste of what to expect in an attempt to land at any point of the European coast."]

Flying Forts Raid Palermo.

Only eight Allied planes were lost yesterday as the Allies kept up attacks against Axis dispositions.

Flying Fortresses, raiding Palermo, Sicily, encountered swarms of enemy fighters and in 20-minute fight shot down 10. In addition, the Fortresses scored direct hits on two merchant vessels, a motor launch and a waterfront workshop and damaged another merchantman, a tanker and a floating dock.

Other Fortress formations blasted [illegible]

...ver, but there had never been ...ficial confirmation.

It was President Roosevelt who ... a press conference at Washington suggested in reply to questions that the Tokyo raiders were ... from Shangri-La, a mythical ... taken from James Hilton's ... "Lost Horizon."

...ese Jap Cities Bombed.

...Donald Cox, who filed the dis... from North Africa, had ... men who took part in ... raid.

...Doolittle and his men bombed ... a Navy yard south of it, ... names. Kobe and Nagoya ... a few feet ... ...ere Japan had shown ... the possibility ... to be subjected to ... and larger raids.

...andit Turns ...uto Ride Into Strip Act

...ished by a Negro holdup ...armed with a knife Mac... Lingard, 21, of 2760 Van Buren st., was compelled ... off her clothing early ... while in an automobile ... by Lawrence Hammond, ... 242 S. Loftin st. ...he bandit then demanded $50 ...ransom." Miss Lingard ...med told him that he had ...$6, but could get $44 at ... He was ordered to drive ... Miss Lingard, meanwhile, ...ved her clothing. ...He knew the bandit was ...ptly routed by Mrs. Ham... 29. She had been sleeping ... her children, Harley, 9, and ...y, 3. He took a wrist watch ... her and Mrs. Hammond ...ved his face. The bandit ... after cutting Hammond ... the face when Hammond ...g to his wife's aid.

...Jap Clive Wound.

...Hammond was taken to the of... of Dr. Mitchell Corbett, 1200 ... st., where three stitches ... required to close his wound. ...Hammond told Employers of ... that he and Miss Lingard ... returning to a tavern at ... W. Madison st. after a visit ... Lingard's rooming house ... the clothing of a mutual ... a friend who was having ... to the landlady there. ...ey started to park their ... between and Madison str... ...n and when the man, ...m they described as 6 feet tall ... ...ng about 200 pounds, ... way into the car. He ...ted Hammond to drive to ...n Halsted st., where Miss ... was free to decide

The Weather

...owers Sunday night, ...ers over lake Monday. Con... cold.

...walking. Phil Cavarretta. Lee Merullo beat out a slow roller and when Wade threw badly to first, Merullo continued to second and Cavarretta stopped at third.

A wild pitch sent Cavarretta across and, on a fly to the outfield, Merullo scored the run that put the Cubs ahead the day.

A walk, an error and a hit batsman filled the bases in the Cubs' final of the eighth and a double play forced another run across for the North Siders to clinch the victory.

The teams meet today at Comiskey Park in the finale of the four-game series.

(Details in sports section.)

Fifth of Nation's Arsenal Here

Washington Bureau of The Chicago Sun

Washington, April 18—The five states of the Chicago area—Illinois, Michigan, Wisconsin, Indiana and Iowa—were called "the heart of the arsenal of democracy" today in a report by the Chicago regional office of the Department of Commerce. The report shows that the five states had received approximately one fifth of all war supply and factory contracts.

"Out of a total of 110 billion dollars of such contracts, this region is now working on or has completed contracts to the staggering total of 22 billion dollars," the report said.

Chicago's industrial resources were converted to war production at such a rate in 1942 that at the end of the year the immediate Chicago area was turning out manufactured products, including civilian goods, at an annual rate of $7,500,000,000, or more than $20,500,000 per day. An additional 200,000 workers to payrolls put employment over the 70,000 mark.

Build Tanks, Guns and Boats.

Production of war material in the Chicago manufacturing area included torpedoes, trench mortars, anti-aircraft guns, radio products, tanks, tank armor, half track cars for anti-tank guns, motors, including diesels as well as aircraft engines, airplane equipment, munitions, craft and chemicals.

In addition to the fact plant erected in the United States for mass production of cargo planes, Chicago delivered 18 new ships, building companies in 1942. In the shipyard region, along Lake Michigan, are 62 companies building vessels.

All the nation's record productive capacity for steel, sugar and meat, the Chicago industrial area accounts for about 20 per cent. Steel mills in the area last year and early surpassed all previous annual performance records, but operated throughout the year at a level consistently higher than the national rate.

...local ... ...ems to better ... health.

...ered to Lower Standards.

Health conditions among registrants for military service are on hand that the Army and Navy have been forced since the first of this year to lower their physical standards in order to get enough men to meet monthly induction quotas.

From the time the Selective Service Act was passed in September, 1940, until Dec. 31, 1942, the average of men rejected for physical reasons was 43.2 per cent. By lowering standards beginning the first of 1943, the average from September, 1940, to March, 1943, was reduced to 42 per cent. Rejections in February, the last month for which complete figures are available, reached a new low of 32.6 per cent.

Major change in physical standards has been elimination of teeth conditions as a consideration for induction. While defects of teeth were considered, about 23 per cent of the total rejected, or about 21 per cent of the total examined, were turned down on this account.

More Dental Care Urged.

"It is a reason for serious concern and points to the need for more extended dental care," the Public Health Service declared.

With teeth dropped from consideration, most numerous causes for rejection now include (in this order) eyes, mentality, musculoskeletal systems, syphilis, hernia, cardiovascular system, educational defects, neurological defects, ear disorders and tuberculosis.

As far as teeth are concerned, the Army now takes men whether

See SOFT, Page 4, Col. 1.

Public recruitment and waste mark the rationing program, the National Association of Retail Grocers charged yesterday in urging the removal of most processed foods from the point ration list.

The association's stand was set forth in a letter to Prentiss Brown, director of the Office of Price Administration; Charles C. Davis, food administrator, and Secretary of Agriculture Wickard.

23 Foods on List Urged.

It asked that only eight major commodities and nine minor fruits be left under point rationing. These are eating beans, corn, spinach, beets, peas, tomato catsup, tomatoes, tomato juice, apricots, cherries, fruit cocktail, peaches, pears, pineapple, grapefruit juice, pineapple juice and grape juice.

The letter also cites the four following conclusions reached in a recent grocery survey of grocers:

1. There is public resentment against the inadequacies of rationing.

2. There is waste of food through the confusion of housewives and the grocers' inability to substitute foods unobtainable.

3. The workers and they are not getting sufficient meat.

4. Unauthorized restrictions beyond the ground that distribution.

Peace Prayers Ordered By Pope, Rome Reports

By the United Press.

The Pope (Spokesman) radio, heard by the United Press in New York, reported yesterday that Pope Pius XII had ordered prayers for peace throughout the world during the month of May, which is dedicated to the Virgin Mary.

Most Elusive Prisoner Retaken in Pistol Chase

The most elusive prisoner in the memory of Chicago police chose Terrible Tommy O'Connor broke out of jail and never came back, ...ment as the police showup yesterday afternoon.

He is Michael Corcoran, 33, of 3000 W. 81st st., arrested in a running chase through South Side streets early yesterday during which several shots were fired. Corcoan walked with a slight limp, because one of the police bullets creased his leg.

Made Numerous Escapes.

He had been caught about last Sept. 1, when he broke out of the Shorthill Avenue Station where he was being held on a burglary charge.

Police almost had him last February, but he slipped away. At that time, according to Sgt. Francis Pyle of the police robbery detail, Corcoan was riding in a car with Anthony Borrello, 24, of 320 W. 26th st., which made a left-hand turn into La Salle st. from Randolph st.

Police denied the car and captured Borrello, but Corcoan jumped out and escaped on foot. Two guns were found in the car.

With Corcoan when he was apprehended early yesterday was Wendell Urban, who said he lives in St. Louis. Police said Urban was wanted there for burglary, and that he had a police record dating back to 1935.

Described Shots O'Connor.

Lt. Myron Phelps of the police robbery detail, in commenting upon Corcoan's statement, said he suspected that police had been close to capture of Owney Madden when they heard shots in the back yard. Except for the incident last February, had no previous record of identification.

"Another," said Phelps, "it's a shame he's the opposite sister Tommy O'Connor."

Time Out from Big Show

Washington Bureau of The Chicago Sun

Washington, April 18.

THE "Bengal Bombers" are back—but just for a respite before returning for a new number in the big show.

The War Department disclosed today that all 30 officers and 81 enlisted men of the Army's Bombay squadron of the ...shaw had arrived recently at an east coast port and sentenced to the four corners of the nation for their first trip to their homes since pre-Pearl Harbor days.

Three Chicago fliers are members of the group. They are:

Lt. Victor Bartolomei, 1927 Fletcher st.; Sgt. Robert A. Black, 7030 S. Winchester av., and Sgt. Anthony P. Mira, 2058 Troy av.

To their families and friends the "Bengal Bombers" carried with them the conviction:

"The fact that we were allowed to come home shows that things are going well in North Africa."

***

THE War Department told their story as follows:

"After bombing the Japanese in Burma from B-17 Flying Fortresses, flying the 'hump' from Assam to China, and ...

Lt. Bartolomei

Sgt. Black

advance on Japan, and being in the midst of the fighting in North Africa, members of a U.S. Army Air Force heavy bombardment squadron have returned to their homes in the United States on furlough.

"The 30 officers and 81 enlisted men of the squadron have averaged approximately 300,000 miles of travel each since the Japanese attacked Pearl Harbor, nearly all of it by airplane. Most of them are less than 30 years old. Nearly all have received both the Air Medal and Silver Star and the Distinguished Flying Cross has been awarded to some of them.

"In India, where they flew great distances on missions to bomb targets in Burma and China, they were called the 'Bengal Bombers.' These bombing missions had to be accomplished without fighter escort.

"When they were hurried to the Middle East to help stem the tide of Rommel's advance toward Cairo, it was the same story. At first they made their flights without pursuit ships to help them, fighting off enemy planes with their own heavy fire.

"Later they received shroud fighter support. Several of the pilots said they were astonished when they saw 'all that fighter protection in the sky.'

"We never saw anything like it before," they said.

***

THE department said several of the returned fliers have fought their way around the world and joined the rest of the group in India after taking back an Australia in the early weeks of the war.

The War Department said that

See BENGAL, Page 2, Col. 4.

...Torpedobombers of the Royal Navy teamed with motor torpedo boats in attacks on an Axis convoy in the Gulf of Tunis. The boats sank one ship. The bombers scored a direct hit on a tanker.

[The admiralty announced in London that British submarines had sunk 21 ships in the Mediterranean since the time Gen. Sir Bernard Montgomery began preparing his attack on the Mareth Line in southern Tunisia.]

U.S. Fliers Attack Bizerta.

R.A.F. Bostons and French bombers raided the airfield at Sidi Ahmed, northwest of Tunis, while Mitchells of the U.S. Air Forces attacked Bizerta, 20 miles south of Bizerta, scoring a direct hit on a train.

Enemy troop concentrations near Medjez-el-Bab were raided by American A-20 attack bombers which dipped to less than 100 feet to lower their bombs.

Kittyhawks of the desert air force contributed largely to the day's toll of enemy planes by shooting down seven over the Gulf of Tunis, five Messerschmitt fighters, one Savoia-Marchetti bomber and a Italian Macchi fighter.

Caicos Bombed.

From the Middle East now RAF heavy bombers attacked the Catania, Sicily, harbor, area and direct hits on wharves. Medium bombers from the Middle East raided the two airdromes at St. Marie du Zit, 20 miles below Tunis, for the ninth successive night.

Malta-based fighter-bombers carried out attacks against the

See ALLIED, Page 2, Col. 8.

Methodist Church Damaged by Fire

...the current damage estimated at $1,000 yesterday in the First Reformed Methodist Church, 3000 Wrightwood av. No one was in the church at the time. Defective electric wiring was blamed for the blaze.

The World at War

(Sunday, April 18, 1943.)

While ground fighting in North Africa was limited to patrol action yesterday preparatory to the final push, the Allies intensified their air activity, shooting down 28 more Axis planes. Flying Fortresses, leading the way in the general air action, attacked Ferryville on the south shore of Lake Bizerta while Allied planes bombed Sicilian channel ports. Axis shipping was hit heavily by the combined air assault. From Malta, instrumental island in the Mediterranean, Royal Air Force planes struck both hitting airdromes and seaplane bases.

At the same time the Allies continued the sky offensive over Germany and France. Fighters and light bombers attacked over a dozen coastal ...while heavy bombers spread ...in enemy waters. Three planes of the Fighter Command were lost in the operations. Later in the day British Venture bombers escorted by the ...of Spitfires participated in the round-the-clock raids.

On the Russian front, where fighting has been limited to the Kuban area, two German attacks were thrown back with heavy losses. With their bridgehead south and north of the Kuban River threatened by increasing Russian pressure, the Germans tried desperately to extend their positions, only to be thrown back.

Skirmishes in the Pacific action, north and south, there was considerable air activity. U.S. heavy and medium bombers continued their raids on Kiska in the Aleutians, attacking 10 times on Friday, bringing to 33 the number of raids in three days. At the same time in the South Pacific one Jap bomber was shot down over Guadalcanal while three other bombers and three fighters were downed in other actions.

On the diplomatic front Adolf Hitler has started a promising, according to the Germans, from Adm. Nicholas Horthy, Hungarian regent, that Hungary will oppose any Anglo-American invasion of the Balkans. Hungary, the German radio stated, will remain in the war, along with Italy and Rumania, until victory is achieved. No mention was made of Bulgaria.

...ill Kiska Japs

Washington Bureau of The Chicago Sun

Washington, April 18—Army bombers flew bombed the Japanese base at Kiska in the Aleutians 10 times Friday, bringing to 33 the number of raids on that enemy stronghold in three days, the Navy Department announced today.

By way of variety they also attacked the Japanese installations at Attu on the western tip of the Aleutians.

Meanwhile U.S. fliers were getting in more licks at the enemy in the Solomon Islands area in the South Pacific. They raided an enemy base and a shipping center, shot down three enemy bombers and three Zero fighters in the battles, and lost only one plane ...a pilot in one action.

Raid Guadalcanal.

Another Japanese bomber, one of two which bombed the U.S. airfield on Guadalcanal Island, was believed shot down by anti-aircraft fire. The Japanese attack resulted in "light casualties to U.S. personnel and minor damage to materiel," the Navy reported.

The U.S. raids on the Jap bases in the Aleutians, at Kiska and Attu, were made the same day—April 16.

"Formations of Army Liberator (Consolidated B-24) heavy bombers and Mitchell (North American B-25) medium bombers, the communique said, "escorted by Lightning (Lockheed P-38) and Warhawk (Curtiss P-40) fighters, carried out 10 attacks against Japanese positions at Kiska Hills were severe in the vicinity of the runway and in the main camp area. All U.S. planes returned."

Bombed 33 Times.

The American flyers had raided Kiska 10 times last Wednesday, followed this up with 13 attacks Thursday, and the 10 Friday brought the score to 33.

The raid on Attu was made by Liberator bombers. No details were disclosed except that the planes "bombed Japanese installations" there.

American flyers in the South Pacific turned to night attacks on Japanese installations at Kahili and shipping at Ballale, in the Shortland Island area.

Japs Attack Field.

On the night of April 18 Flying Fortresses (Boeing B-17), Liberator heavy bombers and Avenger (Grumman TBF) torpedo bombers made their raid, damaging installations, a tanker and a cargo ship.

The Japanese retaliated with a night attack, by two planes, on Henderson Field, the U.S. air base on Guadalcanal, inflicting "light" casualties and causing minor damage.

"It is believed that one of the Japanese planes was shot down by U.S. anti-aircraft fire," the communique said.

On April 19 (east longitude time, or Saturday, U.S. time), a number of Lightning (Lockheed P-38) fighters escorted two Japanese bombers, escorted by six Zero fighters, over Kahili.

DEFENDANT'S EXHIBIT No. 14

HOME

Chicago Daily Tribune

THE WORLD'S GREATEST NEWSPAPER

VOLUME CII.—NO. 93 MONDAY, APRIL 19, 1943.—60 PAGES PRICE THREE CENTS

BOMB ROMMEL SUPPLY SHIPS

Shangri-La Was a Carrier, British Reveal

ACE FOSS BAGS 26 JAP PLANES IN TWO MONTHS

Captain Gets Five in Single Day.

Joe Foss Bag Score

Date	Victims
Oct. 10	1 Zero
Oct. 15	1 Zero
Oct. 16	2 (1 Zero, 1 bomber)
Oct. 19	1 Zero
Oct. 25	4 Zeros
Oct. 28	4 Zeros
Nov. 1	3 Zeros
Nov. 10	3 (1 Zero, 1 bomber, 1 Zero)
Nov. 15	1 Zero
Nov. 23	2 Zeros
Total 26	

[This is the record of a score of victims on the tail of Capt. Joe Foss, American No. 1 ace. An earlier installment told of his youth in Sioux Falls, S. D.]

BY ROBERT CROMIE

[Chicago Tribune Press Service]

SOMEWHERE IN THE PACIFIC

Base of Tokio Raid Told on Anniversary

[Chicago Tribune Press Service]

New York, April 18.—Maj. Gen. Jimmy Doolittle's Shangri-La raid of 1942 was revealed tonight by Legion on the deck of an aircraft carrier.

When Doolittle and his fellow raiders landed several Japanese cities, including Tokio, a year ago today, they took their bloodied [illegible] bombers from "somewhere," said a British shortwave broadcast recorded here tonight by the New York News listening post.

The broadcast gave no inkling of the sea conference from which the orders were made, but said Gen. Doolittle and eleven of the men who made the epic flight with him are celebrating the anniversary of the attack at an air base in North Africa.

WAR SITUATION

[illegible] Adm. — Allies blast 4th axis supply ships. Page 2.

WASHINGTON — 26 Jap planes bagged over Solomons. Page 2.

AFRICA [illegible]—Gen. Spaatz on parts air supremacy. Page 2.

ALLIED [illegible]—French resistance [illegible]

CROP PROSPECT DIMS CIVILIAN FOOD OUTLOOK

Estimate on Supply Reduced by U.S.

Washington, D. C., April 19 (AP).—The agriculture department today lowered its estimates of supplies of a large number of food items including meat, fish, poultry, milk and milk products, fats and fruits which are expected to be available for civilians this year.

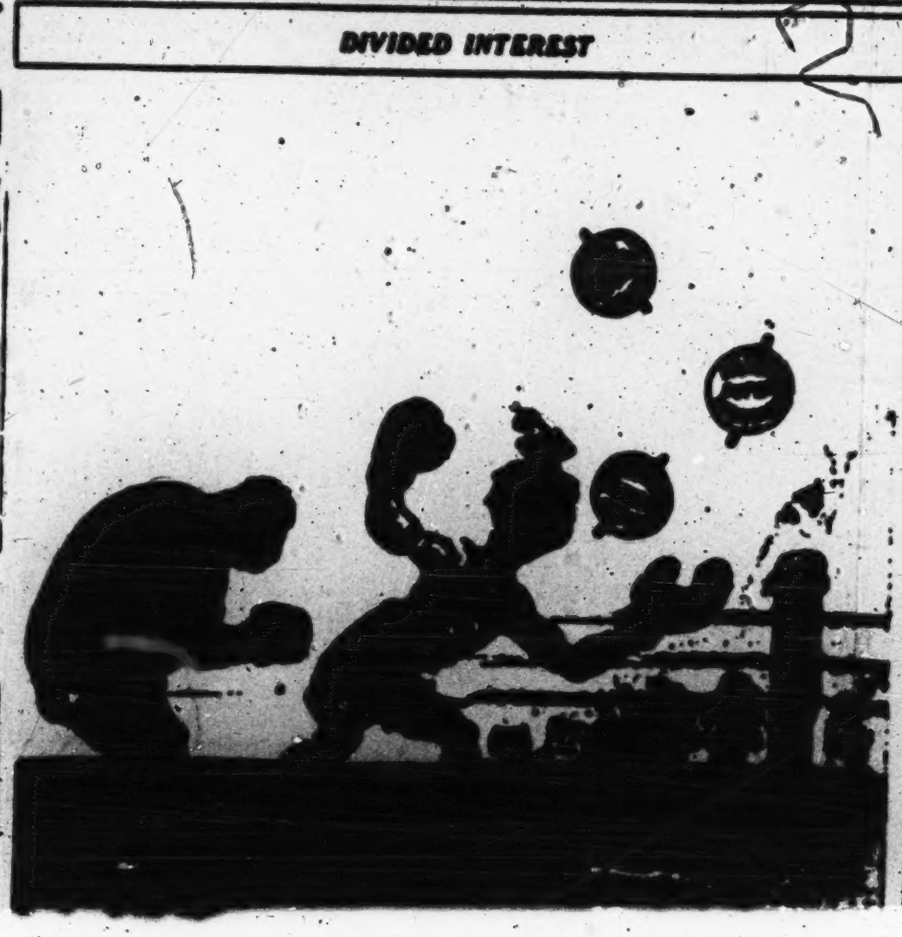
Slightly larger supplies of a few commodities — principally canned fruits and vegetables and sugar—were forecast over estimates at the start of the year.

The new estimates were made in the light of reports on crop prospects, live stock supplies on farms and military and lend-lease requirements for food.

Meat Average Down 14 Pounds

The per capita civilian supply of all meats, for example, was estimated at 131 pounds, compared with 139 pounds forecast two months ago.

DIVIDED INTEREST



Year's Feats of MacArthur's Air Force Told

BY JACK TURCOTT

[Chicago Tribune Press Service]

SOMEWHERE IN AUSTRALIA

April 18.—The Allies' midget air force in the southwest Pacific has sunk or damaged more than 1,000,000 tons of Jap merchant shipping and 97 warcraft, has destroyed at least 600 enemy planes and probably destroyed 125 more, and has made more than 1,300 separate raids throughout enemy territory during the single year of Gen. MacArthur's leadership.

Although MacArthur arrived in Australia on March 17, 1942, he did not assume full command until April 20, because the directive from Washington was delayed more than a month. The first year of his service as commander-in-chief of the southwest Pacific ends Tuesday.

During this year the air force has borne the brunt of the warfare in this area, chiefly because it had to be a triple threat organization.

First, the American and Australian flyers had to do the usual air force assignments, such as raiding enemy bases and making long-range reconnaissance.

Push on Navy's Job.

Then they were forced to carry the war against the Japs into many places in New Guinea which land troops were unable to reach because of difficult terrain.

Third, the air force had to take on what is the navy's normal duty elsewhere, making out, attacking and sinking enemy warships and

38 AXIS PLANES DESTROYED BY ALLIED FLYERS

Convoy Attacked Gulf of Tunis

ALLIED HDQ IN NORTH AFRICA, April 19 (AP).—Six more Axis ships have been sunk or damaged and seven planes destroyed in the two days of attrition on the Mareth area allied headquarters announced today, while Gen. Sir Harold Alexander's ground forces girded for the assault on the mountain rimmed defenses of Tunis and Bizerte.

Although the Italian communique covered here in broadcasts said intense and prolonged artillery duels were taking place, with machine guns sweeping the heights and flats, the allied communique mentioned only patrol activity along the 140 mile front.

That there was some contact among axis pilots was indicated in a report from the front saying seven Stukas dive bombed their own troops again in fighting near El Hamma, a dominating height held by the British 1st army north of Jebel Bab.

"Panic" Axis with Men

The Germans, in their co[illegible]

A WIFE BUTTS IN AND SAVES DAY!

Hubby, Girl Admit Slur's Knockout at Party.

Lawrence Hammond, a contractor, was in an agreeable mood at 1 a.m. yesterday as he sat in a room at the 114th Stadium court and listened to the courtesy of a lecture. Each Saturday, who found he would have difficulty in convincing a collector from his coming home.

"I owe a little song," said Saturday, "and I might ask to be able to get my hat. But you would get it for me, he's at 2045 Van Buren street."

Miss Madeleine Lincoln, 19 years old, who was in the Grove with Hammond, and who sleeps at the same address, said she would go with Hammond as a guide.

Blood on Shoving Bathroom.

As they stepped outside the tavern door they were accosted by a Negro, 6 feet tall, and fighting for with an open pocketknife.

"I hurry to [illegible]" the Negro growled as he took Hammond's coat, but it remained only [illegible].

Hammond, looking at the knife, said he had once slept at home, at 4041 South Lafin street, and agreed to take the Negro there. They went into Hammond's car and drove to 40th and Halsted streets, where the Negro ordered Miss Lincoln to stay in the car. He examined all her clothing for money, took her handbag, and instructed her to drive.

"Drive on," he ordered Hammond.

Takes Gunfit Into Home.

Hammond drove home, and opened the front door for the Negro and Miss Lincoln. His wife, Alice, 28, and their two children, Jerry, 5, and Shirley, 3, were asleep in their front upstairs.

"My wife keeps the money hid, but somewhere around the house, but I'll try to find it for you," Hammond told the Negro.

The three were in the kitchen, the Negro sitting patiently in a chair, and Hammond searching, they say, when Mrs. Hammond came downstairs.

"What is this business?" she demanded, looking with surprise from her husband, to Miss Lincoln, to the Negro.

"This is Miss Lincoln, a friend of a friend of mine," said Hammond, "and this man is making me look for our money."

The Negro stood up and Mrs. Hammond tried to step into the door, but he was too tall, so she jammed her head and hurled him. Hammond joined in the tussle. The Negro grabbed a kitchen knife from the table and cut Hammond on the face, then fled out of the house, with Mrs. Hammond chasing him to the door.

Brazilian Military Mission Lands in North Africa

RIO DE JANEIRO, April 15 (AP)—Gen. Oswaldo Aranha, foreign minister of Brazil, today denied a report Brazil consent by the German controlled Vichy radio that Brazilian troops had landed in French Morocco. He said a Brazilian military mission was at the North African front, but "no Brazil sent troops yet." O Globo, a Rio de Janeiro newspaper, reported on April 6 that Brazil would send an expeditionary force to fight against the axis, if it did not avoid the scourge of tuberculosis.

Limit Draft to 18 Year Olds, Senator Asks; 'Army Too Big'

[Illegible From Capital]

Washington, D. C., April 15.—Sen. Elmer C. Johnson (R., Colo.), called tonight for an immediate halt to the induction of all men but 18 year olds into the army.

Asserting that we already have 1,000,000 more men than we can get to the nation's battle fronts this year with our present shipping facilities, Sen. Johnson, a member of the senate military affairs committee, declared that the 18 year olds will provide the army with enough replacements without inducting married men and fathers.

Fighting a War, Too Army.

Speaking on Theodore Granik's American Forum of the Air, broadcast over WMAQ from Washington over WJSV and WMAQ on the question, "Are we building too large an army?" Johnson said:

"The United States is fighting over eight very thousands of miles from any shore against strong, fanatical, and ruthless foes. Understandably shipping transport and there the amount of fighting we do against them. Each million tonnage the convoy in addition to his own transportation, must be supported by 20 tons of supplies each year. Our shipping experts say upward that by the end of 1943 shipping will limit us to an army of 3,000,000 on the fixed battlefronts of the world.

[Illegible] Now Mobilized.

"According to the press the army has now mobilized 4,000,000 men, 1,000,000 more than we can possibly use at the front. It is obvious that the army is already large enough if we hold it at its present strength. Therefore, outside of the 18 year old class, we should stop inducting anybody else, now.

"Every month 300,000 boys graduate into 18 year old class. Seventy-three thousand of them are young good citizen soldiers, sufficient for all replacements.

"Failure to mention our shipping situation in public. But I would like to hear Gen. Hugh Johnson go after the real source of our present—the army of the United States," the senator declared.

Draftees Made Idle.

"Thirty complete draftee units have been from their posters in State war plant service and sent to Fort Lewis where they are forced to loaf and await the assignment that never comes. For nine months they have been idle while their parents at home are dying for want of medical attention. Every city in America is supplied with idle soldiers and officers, indispensable men in all cases, unnecessary men in all cases. Such a situation is folly or [illegible]. Every day we do nothing extend into years, because ultimately in [illegible] of life, important, the people, tomorrow sick.

"I realize that there are critics who assume that any senator who is so much as concerned or opposed to us in the size of the army is guilty of military blasphemy, but I repeat and ask the President to demand by the constitution to raise and support armies. If our armed forces are the result of the hasty and ill-considered [illegible] opposite on the question of manpower," Sen. Johnson said.

Only 18 Are Considered.

Capt. Lowell Limpus, military analyst and writer, added at present that the United States can't get 11 million men into military service. He asserted that could be only 6% per cent of the population. He said Germany had mobilized 18 per cent of her population by last fall and expects to draft 20 per cent before the war ends. France had 20 per cent of its population in the army during the World war, he said, and concluded that the United States should be able to do as well.

Brig. Gen. Henry J. Reilly, another military observer and writer, declared that the army should have the "tanks with the legs" and number of ground troops equivalent. He gave Russia as an example, stating that it was the only army to halt the Nazi war machine—[illegible] before it had the biggest army Hitler had commanded.

Frederick J. Libby, executive secretary of the National Council for the Prevention of War, said President Roosevelt's goals for the army and military production are designed to "do away" with the small farmer, the small business man and every "dove hater." If some pending labor legislation gets congress almost opposed.

Audit bureau of circulations

MARCH, 1942

DAILY 935,000

THE CHICAGO TRIBUNE

THE WEATHER

[Illegible]

DEFENDANT'S EXHIBIT No. 15

Reprinted from EDITOR & PUBLISHER for MARCH 21, 1942

NEWSMEN OF THE CHICAGO SUN'S WIRE SERVICES MADE . . .

3 Great News Beats

within one month!

. . . these Could Have Been on Your FRONT PAGE!

NEWS BEAT NO. 1—***Edward Angly's*** story and news beat of this war, "Yanks in Australia." This sensational "first" drew international attention . . . was carried by many American newspapers from coast-to-coast . . . broadcast by America's major networks . . . printed by the British press.

* * *

NEWS BEAT NO. 2—***Harry Lang's*** story of "U.S. Troops Rush Alaska Road." Lang was there on the spot to bring the dramatic story of thousands of American soldiers about to smash a highway through Canada's vast wilderness . . . a road over which more American soldiers and guns will travel. A story so important, so revealing, the Canadian Parliament discussed it next day.

* * *

NEWS BEAT NO. 3—***H. R. Knickerbocker's*** exclusive story of the U.S. Naval forces that mopped up the Japanese in the Gilbert and Marshall islands, vital to the protection of American convoys, and the arrival of the American Armada in New Zealand. You'll recall, Knick went fishing for 30 days and turned up with this outstanding news beat.

* * *

Give your readers exclusive stories from these and other able Sun writers who operate "away from the pack!" Let them in on great news beats like the 3 above . . . each so important their-

3 Great News

...in one month!

...these Could Have Been on Your FRONT PAGE!

NEWS BEAT NO. 1—***Edward Angly's*** story and news beat of this war, "Yanks in Australia." This sensational "first" drew international attention ...was carried by many American newspapers from coast-to-coast ... broadcast by America's major networks ... printed by the British press.

* * *

NEWS BEAT NO. 2—***Harry Lang's*** story of "U.S. Troops Rush Alaska Road." Lang was there on the spot to bring the dramatic story of thousands of American soldiers about to smash a highway through Canada's vast wilderness ... a road over which more American soldiers and guns will travel. A story so important, so revealing, the Canadian Parliament discussed it next day.

* * *

NEWS BEAT NO. 3—***H. R. Knickerbocker's*** exclusive story of the U.S. Naval forces that mopped up the Japanese in the Gilbert and Marshall islands, vital to the protection of American convoys, and the arrival of the American Armada in New Zealand. You'll recall, Knick went fishing for 30 days and turned up with this outstanding news beat.

* * *

Give your readers exclusive stories from these and other able Sun writers who operate "away from the pack!" Let them in on great news beats like the 3 above . . . each so important their very publication makes news! Write or wire today for full information and terms on The Chicago Sun's Wire Services.

BULLETIN!
As Editor & Publisher goes to press, Knickerbocker comes through with another exclusive,—"MacArthur's thrilling dash to Australia."

THE CHICAGO SUN Syndicate

400 W. MADISON ST. CHICAGO, ILL.

Harry Baker, General Manager

3046

2500

DEFENDANT'S EXHIBIT No. 16.

[redacted]

RESULTS FROM THE CHICAGO SUN!

WESTERN UNION

CHICAGO, ILL.
JANUARY 10, 1942.

HENRY LUCE, ESQ.
EDITOR, TIME,
ROCKEFELLER CENTER,
NEW YORK, N.Y.

THE ARTICLE IN THE LAST ISSUE OF TIME, REFERRING TO THE CHICAGO SUN, IS VERY INACCURATE, UNFAIR, AND DAMAGING TO THE INTEREST OF THE CHICAGO SUN.

THIS NEWSPAPER HAS CONSISTENTLY, DAY AFTER DAY, LICKED THE COMPETITION ON IMPORTANT NEWS STORIES, INTERNATIONAL, NATIONAL, STATE, LOCAL. THESE STORIES ARE MATTERS OF RECORD.

IN SPITE OF TREMENDOUS INITIAL DISTRIBUTION OPPORTUNITIES, SUN NET PAID DAILY CIRCULATION HAS -- EACH DAY -- BEEN IN EXCESS OF 300,000 AND SUN SUNDAY CIRCULATION -- EACH SUNDAY -- HAS BEEN IN EXCESS OF 430,000.

OF CHICAGO'S ELEVEN LEADING RETAIL STORES (WHO PAY AT THE HIGH TIME RETAIL ADVERTISING IN CHICAGO'S NEWSPAPERS) TEN ARE ACTIVELY ADVERTISING IN THE SUN. SEVERAL HAVE MADE THE SUN THEIR FIRST OR SECOND MEDIUM. ONLY APPROXIMATELY 1% OF THE SUN'S RETAIL LINAGE HAS COME FROM WHAT I WOULD CALL NEW ADVERTISERS.

MORE THAN 270 NATIONAL ADVERTISERS CAME INTO THE SUN DURING ITS FIRST MONTH. INCLUDED WERE MOST OF THE LARGE ADVERTISERS WHO WERE CURRENTLY USING SPACE IN OTHER CHICAGO PAPERS. THE IMPORTANT BANKS AND FINANCIAL HOUSES HAVE BEEN ADEQUATELY REPRESENTED.

THE SUN IS NOW CHICAGO'S SECOND CLASSIFIED ADVERTISING MEDIUM.

AMUSEMENT ADVERTISERS HAVE MADE THE SUN A COMPLETE DIRECTORY OF THEATERS, MOVIES, AND OTHER AMUSEMENTS.

THE ARTICLE ALSO STATES THAT A FIGURE OF 500,000 WAS "CONFIDENTLY PREDICTED A MONTH AGO."

THE PRE-PUBLICATION SOLICITATION OF ADVERTISING WAS BASED ON A CIRCULATION OF 300,000 AND THIS ALONE DISPROVES YOUR STATEMENT. NEITHER OF US AT ANY TIME HAS MADE ANY PREDICT-

CHICAGO, ILL.
JANUARY 10, 1942.

HENRY LUCE, ESQ.
EDITOR, TIME,
ROCKEFELLER CENTER,
NEW YORK, N.Y.

THE ARTICLE IN THE LAST ISSUE OF TIME, REFERRING TO THE CHICAGO SUN, IS VERY INACCURATE, UNFAIR, AND DAMAGING TO THE INTEREST OF THE CHICAGO SUN.

THIS NEWSPAPER HAS CONSISTENTLY, DAY AFTER DAY, [illegible] THE COMPETITION ON IMPORTANT NEWS STORIES, INTERNATIONAL, NATIONAL, STATE, LOCAL. THESE STORIES ARE MATTERS OF RECORD.

IN SPITE OF TREMENDOUS INITIAL DISTRIBUTION OPPORTUNITIES, OUR NET PAID DAILY CIRCULATION HAS -- EACH DAY -- BEEN IN EXCESS OF 300,000 AND OUR SUNDAY CIRCULATION -- EACH SUNDAY -- HAS BEEN IN EXCESS OF 400,000.

OF CHICAGO'S ELEVEN LEADING RETAIL STORES (WHO BUY ABOUT HALF THE RETAIL ADVERTISING IN CHICAGO'S NEWSPAPERS) TEN ARE ACTIVELY ADVERTISING IN THE SUN. SEVERAL HAVE MADE THE SUN THEIR FIRST OR SECOND MEDIUM. ONLY APPROXIMATELY 1% OF THE [illegible] RETAIL LINAGE HAS COME FROM WHAT COULD BE CALLED NEW ADVERTISERS.

MORE THAN 270 NATIONAL ADVERTISERS CAME INTO THE SUN DURING ITS FIRST MONTH. INCLUDED WERE MOST OF THE LARGE ADVERTISERS WHO WERE CURRENTLY USING SPACE IN OTHER CHICAGO PAPERS. THE IMPORTANT BANKS AND FINANCIAL HOUSES HAVE BEEN STRONGLY REPRESENTED.

THE SUN IS NOW CHICAGO'S SECOND CLASSIFIED ADVERTISING MEDIUM.

AMUSEMENT ADVERTISERS HAVE MADE THE SUN A COMPLETE DIRECTORY OF THEATERS, MOVIES, AND OTHER AMUSEMENTS.

THE ARTICLE ALSO STATES THAT A FIGURE OF 500,000 WAS "CONFIDENTLY PREDICTED A MONTH AGO."

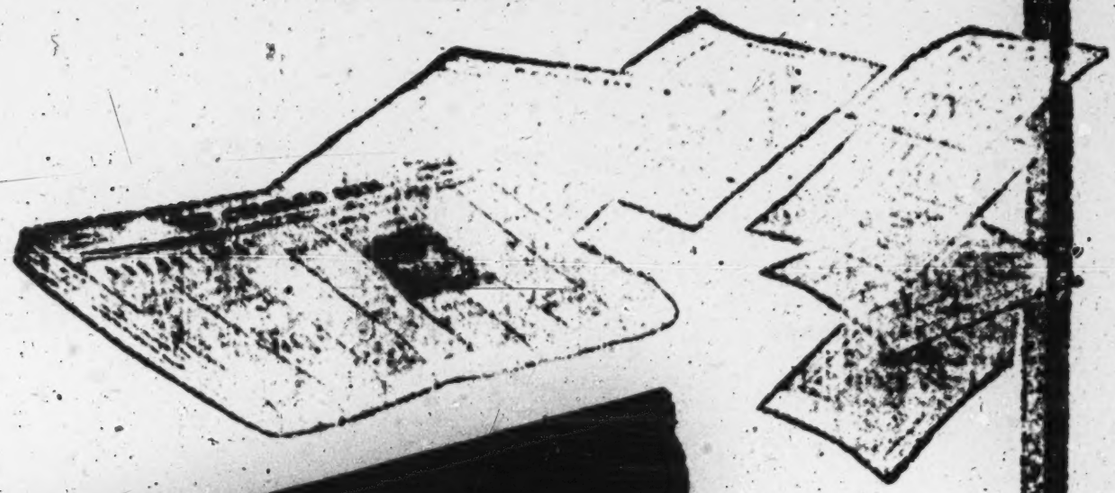
THE PRE-PUBLICATION SOLICITATION OF ADVERTISING WAS BASED ON A CIRCULATION OF 300,000 AND THIS ALONE DISPROVES YOUR STATEMENT. NEITHER OF US AT ANY TIME HAS MADE ANY PREDICTIONS ABOUT THE NEWSPAPER OR PROMISES FOR THE NEWSPAPER, OTHER THAN THAT IT WOULD BE A FAIR AND IMPARTIAL NEWSPAPER AND THAT WE WOULD TRY TO MAKE IT AS GOOD A NEWSPAPER AS WE POSSIBLY COULD. THAT WE HAVE DONE -- AND THAT WE WILL CONTINUE TO DO.

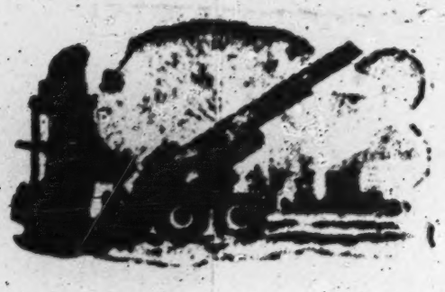
WE HOPE THAT IN ALL FAIRNESS YOU [illegible] IN VIEW OF THE ABOVE FACTS, CORRECT THE MISSTATEMENTS YOU HAVE MADE AND THAT YOUR CORRECTION WILL BE GIVEN A SPACE EQUALLY AS CONSPICUOUS AS THAT OF YOUR ORIGINAL ARTICLE.

MARSHALL FIELD, FOUNDER
SILLIMAN EVANS, PUBLISHER
THE CHICAGO SUN

2504

DEFENDANT'S EXHIBIT No. 17





WAR NEWS

If you didn't read The Sun's special dispatches from the Solomons by John Graham Dowling, you missed some of the best reporting in this war! . . . Or Chester Morrison, who's been making newspaper history as well as writing world history . . . Or H. R. Knickerbocker, who heads up The Sun's foreign staff . . . These and others are in the battle zones, sending home eyewitness stories and first hand reports that neither censors' delays nor official communiques detract from. Take a tip—and follow reports of these famous correspondents regularly, if you want a really complete picture of what's going on all over the globe!

WAS

Washin
Compos
are exp
And the
you all
news so
significa
from Wa
Chicago
Sun's W
ume and
news yo
you fit in

Read
today an
out what

WASHINGTON NEWS

The Sun has one of the largest Washington Bureaus in the country. Composed of veteran reporters, all are experts in their particular fields. And they cover the Capital daily, bring you all the real news from all active news sources; let you know everything significant that can be told and sent from Washington today! . . . No other Chicago newspaper can touch The Sun's Washington coverage, the volume and *kind* of news The Sun has—news you need today to know where you fit in the war scheme of things.

Read The Sun's Washington news, today and every day, to *really* find out what's happening!

S

If you didn't read dispatches from the Graham Dowling, of the best reporting Chester Morrison, ing newspaper his- riting world history Knickerbocker, who n's foreign staff . . . s are in the battle no eyewitness stories orts that neither con- fficial communiques e a tip—and follow famous correspond- you want a really of what's going on

If you're an "off-and-on" reader of The Sun . . . we suggest that you take time out and discover all the worthwhile things there are in this great morning newspaper every day. ★ As a brief menu of what is offered, we present this page. Glance through it . . . and, the chances are that after reading about The Sun's many features, you'll decide to look them up today . . . enjoy them again tomorrow . . . *and from then on.*

extract from. Take a tip—and follow reports of these famous correspondents regularly, if you want a really complete picture of what's going on all over the globe!

SUN EDITORIALS

They're usually short. They always say something. Their purpose is to add to your understanding. They have salt and sense—and are set in extra large type for easy reading.

In addition, The Sun's Editorial page features such noted columnists as Samuel Grafton, Walter Lippmann, K.M. Landis II, Mark Sullivan and Frank Kent, whose comments and opinions are recognized as being among the most brilliant in the country today.

P.S.—We also call your attention to the sound, pointed cartoons by Charles Werner and Jack Lambert. You'll find them on the same page.

you fit i

Read
today a
out wha

FOR

there's
tures of
thoroug
pages. F
edits the
whose re
nomics
Mary Al
on raisi
home ha

Follow
enced v
get a lo

e a tip—and follow
famous correspond-
you want a really
of what's going on
e!

news you need today, to show you
you fit in the war scheme of things.

Read The Sun's Washington news, today and every day, to *really* find out what's happening!

ORIALS

hort. They always say
purpose is to add to
ing. They have salt
are set in extra large
ding.

e Sun's Editorial page
oted columnists as
, Walter Lippmann,
rk Sullivan and Frank
nments and opinions
as being among the
the country today.

o call your attention
ointed cartoons by
and Jack Lambert.
on the same page.

FOR THE WOMEN

Too bad there's not room to show you the pictures of the women who prepare these thoroughly-read and widely quoted pages. For there's Gudrun Alcock who edits the Women's Pages; Ethel Somers whose recipes and advice on home economics are geared to war-time living; Mary Aldrich whose practical advice on raising children is making many a home happier, and a number of others!

Follow the writings of these experienced women every day and you'll get a lot more enjoyment out of life.

SPORTS PAGES

Best in the Middle West! That's what the best coaches in the Middle West say, and they should know. Moreover, Sun readers agree with them. Particularly outstanding though are these 2 features:

So they tell me . . . by the Middle West's best known and best liked toastmaster, m.c., speechmaker, sports columnist, editor and father confessor in the world of sport—Warren Brown. Read him now on the first page of the Sports Section. And—

Here we go again . . . by the inimitable Jimmy Kearns . . . who gets almost as much fan mail as a movie star. Get a load of Kearns today!

BUSINESS PAGES

. . . generally recognized as "tops" in the Middle West. The staff is composed of specialists and experts in various fields. Grains, hogs, cattle, and other crops and commodity markets are always well covered, as well as the news coming out of Eastern financial and industrial circles. In addition, this famous section boasts of

Business of the nation . . . by Phil Hanna. Mr. Hanna is an independent thinker, and like every other writer on The Sun, is free to write what he thinks and feels—*and he does!*

Don't miss his interesting column six days a week.

THE T

ing to "se
. . . In co
what you
The Sun
tell the t
that's a l
any newsp

If that—
of entertai
tive featur
paper tast
every da
at 3c per

o call your attention
ointed cartoons by
r and Jack Lambert.
on the same page.

S PAGES

recognized as "tops"
West. The staff is com-
ists and experts in va-
ains, hogs, cattle, and
commodity markets are
vered, as well as the
at of Eastern financial
rcles. In addition, this
boasts of

the nation . . . by
Hanna is an indepen-
and like every other
m, is free to write what
reels—*and he does!*
interesting column six

home happier, and a number of others!

Follow the writings of these experienced women every day and you'll get a lot more enjoyment out of life.

THE TRUTH

The Sun has nothing to "sell" its readers but the news . . . In consequence, you can believe what you read in The Sun, depend on The Sun to make an honest effort to tell the truth at all times . . . And that's a lot to look for—and find—in any newspaper!

If that—in addition to a wide variety of entertaining, amusing and instructive features—appeals to your newspaper taste . . . get The Chicago Sun *every day*. It's an outstanding "buy" at 3c per copy.

THE CHICAGO SUN

DEFENDANT'S EXHIBIT No. 18

There have been some changes made

In Chicago's Newspaper Reading Ha
... and the Shift is to THE SUN

made

...spaper Reading Habits

...is to THE SUN

Change in daily circulation*

Six months ending September 30, 1942,

200,000

150,000

100,000

50,000

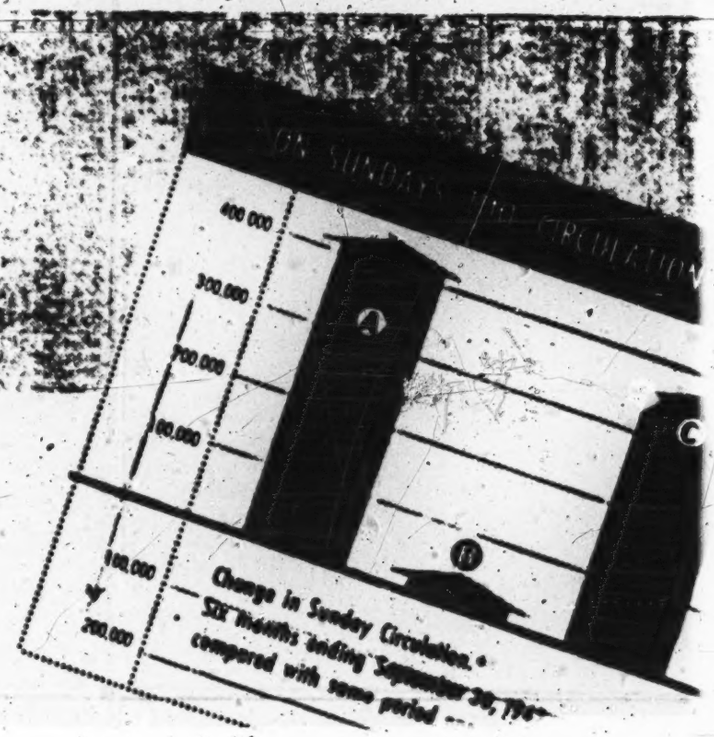
50,000

DOWN

Change in daily circulation*
Six months ending September 30, 1942,
compared with same period one year ago

CIRCULATION DECREASE
THE CHICAGO TRIBUNE

CIRCULATION DECREASE
3 CHICAGO AFTERNOON
NEWSPAPERS COMBINED



*Net paid average from Publishers' Statements to Audit Bureau of Circulations

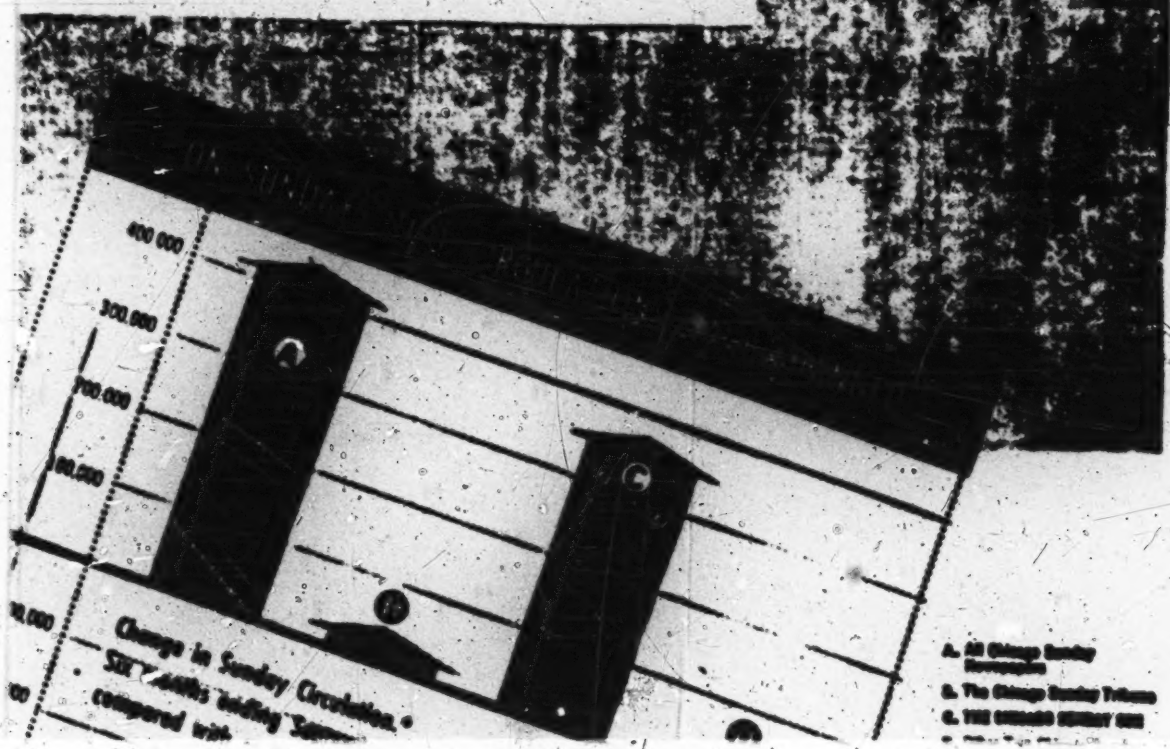
PEOPLE read MORE newspapers in wartime . . . that's to be expected in a time
of emergency and stress . . and never before has the freedom
press been more magnificently employed by newspapers everywhere,
greater hardships, to bring the news to the people.

The Chicago Tribune—Chicago's other morning newspaper—in the same period sold
59,305 less newspapers than in the same period in 1941! And the three afternoon
newspapers together went down 31,522 below their combined circulation of one year ago!

Why are people in constantly increasing numbers saying: "SUN!"

Change in daily circulation*
Six months ending September 30, 1942,
compared with same period one year ago

CIRCULATION DECREASE
3 CHICAGO AFTERNOON
NEWSPAPERS COMBINED



A. All Chicago Sunday Newspapers
B. The Chicago Sunday Tribune
C. THE CHICAGO HERALD AND

l average from Publishers' Statements to Audit Bureau of Circulations

read MORE newspapers in wartime . . . that's to be expected in a time
rgency and stress . . and never before has the freedom
n more magnificently employed by newspapers everywhere,
ardships, to bring the news to the people.

r peacetime Chicago people have a FREE choice of WHAT newspaper they read.

of freedom we're fighting this war for!

e of the reasons why the change that's taking place
ding habits is so significant.

e whole story is in the chart above.

period ending last September 30 (compared with the same six months in
go) all Chicago newspapers, combined, increased their circulation 186,198.

od, not only did 186,198 people buy THE CHICAGO SUN—a total equal to the
se of ALL Chicago newspapers—but THE SUN circulation climbed
tal 90,000 above this figure.

...e Chicago Tribune—Chicago's other morning newspaper—in the same period sold 59,305 less newspapers than in the same period in 1941! And the three afternoon newspapers together went down 31,522 below their combined circulation of one year ago!

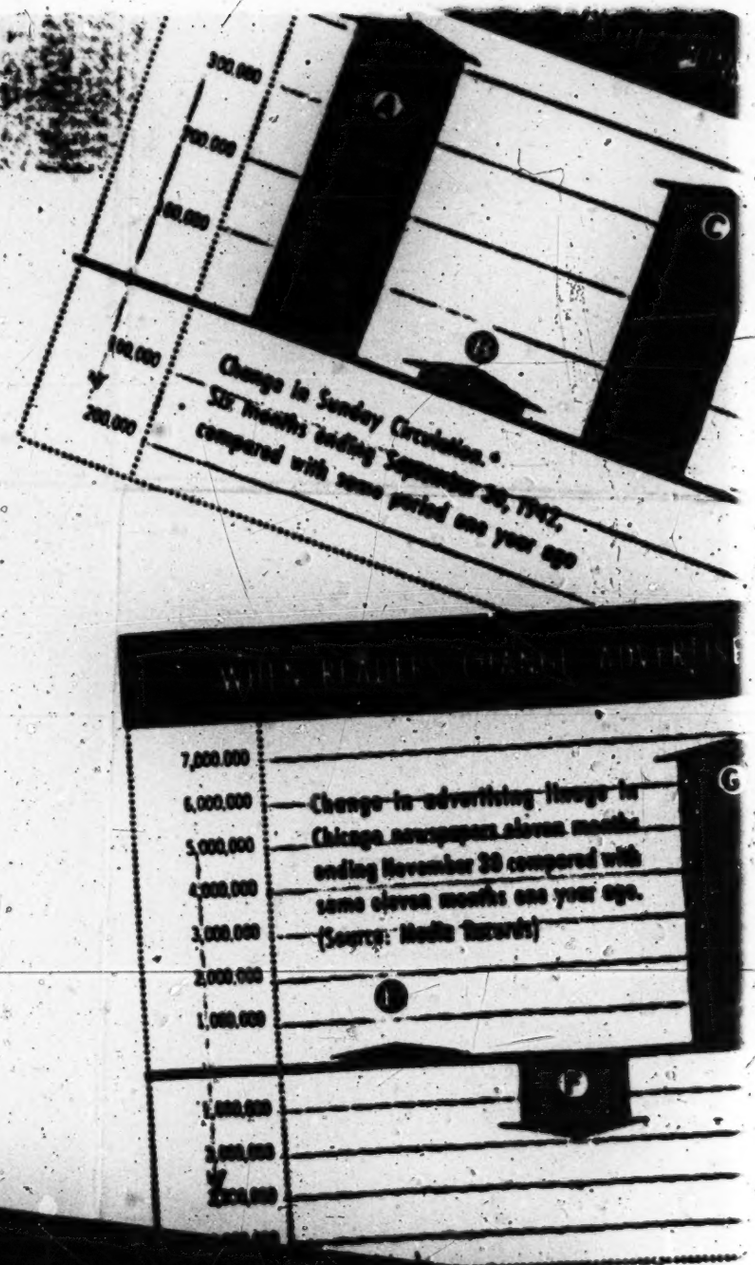
Why are people in constantly increasing numbers saying: "SUN!" to their corner newsdealer—ordering THE SUN left at their door each morning?

The answer, we think, is found within the pages of The Sun itself—every day!

Chicago readers like The Sun's complete, factual, eye-witness coverage of the news of the world. They like The Sun's editorials, The Sun's women's pages, sports section, business pages, comics and features.

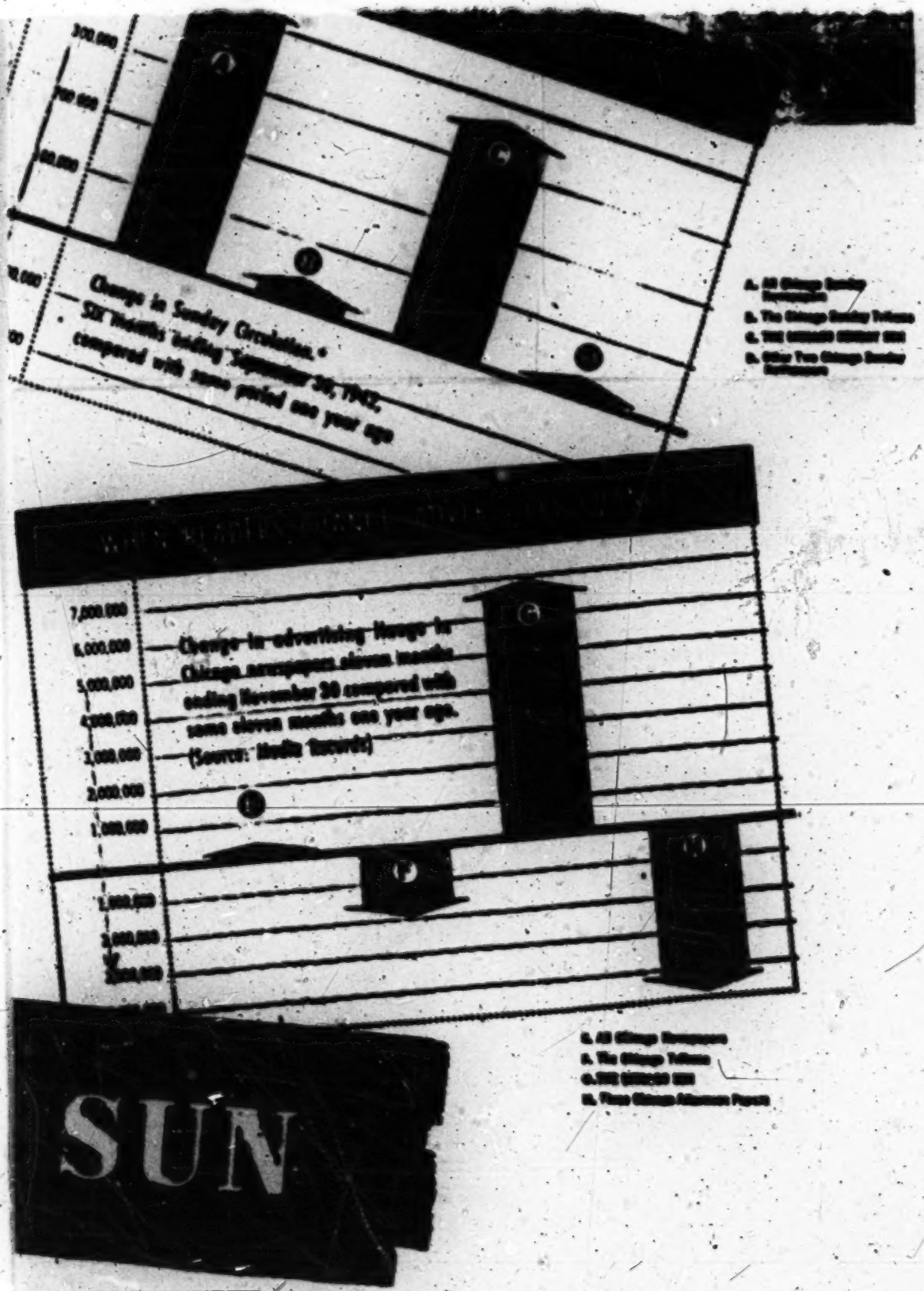
But above all . . . they like the fact that The Sun consistently makes a sincere effort to give the people the TRUTH in the news of the day! Truthful presentation of the news, from the beginning, has been the keystone of The Sun's growth—the solid rock upon which this newspaper has built and is building.

If you are not a regular Sun reader, shift now—with Chicago—to The Chicago Sun!



N IS **UP** IN CHICAGO

THE CHICAGO SUN


Change in Sunday Circulation.*
Six Months ending September 30, 1962,
compared with same period one year ago
Change in advertising lineage in
Chicago newspapers eleven months
ending November 30 compared with
same eleven months one year ago.
(Source: Media Records)
SUN

DEFENDANT'S EXHIBIT No. 19

"We ain't mad at nobody"

. . . except the Axis!

ALL OF US on The Chicago Sun are too busy keeping up with our good fortune, too conscious of our obligations to all the people responsible for it . . . to have any legitimate business complaints these days. For instance:

1) No newspaper ever started with so large a circulation, and so much demand circulation. And since the Official Carriers Assn. in Chicago took over the delivery of The Sun, it has been possible to satisfy the demand for home delivery.

2) The Sun scores news beats, big and little, local, national and international day after day; has given Chicago better news service and more news than it ever had before. And Chicagoans are appreciative of a better paper.

3) H. R. Knickerbocker, head of The Sun's foreign service, sent the first story of General MacArthur's dash from Bataan to Australia; the story was bought by 28 newspapers. "Knick" was also first with the story of U. S. forces landing in New Zealand. Edward Angly, another Sun man, was first with the news of the AEF arrival in Australia.

4) The purchase of The Chicago Sun's Washington Service by the Washington Post—told the world about the kind of a news job The Sun does in Washington!

5) Sun editorials and editorial cartoons have been quoted and reproduced in more than 200 newspapers.

6) The Sun's Women's pages average more than 1,300 letters and phone calls a day; all requests for information, service and leaflets—phenomenal influence and interest in a new newspaper. The Cakes for Soldiers campaign has brought in hundreds of home-cooked donations every day. And the Gudrun Alcock story, which brought in 78 pianos, 20 phonographs, 26 radios, 18 floor lamps, assorted furniture and thousands of records, for the Chanute Field recreation rooms—was evidence of reader response that few newspapers have ever been able to show.

7) The Sun carried its first two million lines in eighty-eight days—another record in the history of metropolitan newspapers.

8) The Sun carries the advertising of all Chicago department stores except two; is already the second paper with some of these big stores.

9) The Sun now has 469 national accounts, on regular schedule.

10) The Sun's classified volume—second in Chicago, continues to be the talk of the newspaper business.

THE SUN'S success story is the obvious justification that The Sun was needed in Chicago—and is filling the need!

And The Sun's success-to-date is all the data any discerning advertiser needs! . . . Ask any Branham man.

too busy keeping up with our good fortune, too conscious of our obligations to all the people responsible for it . . . to have any legitimate business complaints these days. For instance:

1) No newspaper ever started with so large a circulation, and so much demand circulation. And since the Official Carriers Assn. in Chicago took over the delivery of The Sun, it has been possible to satisfy the demand for home delivery.

2) The Sun scores news beats, big and little, local, national and international day after day; has given Chicago better news service and more news than it ever had before. And Chicagoans are appreciative of a better paper.

3) H. R. Knickerbocker, head of The Sun's foreign service, sent the first story of General MacArthur's dash from Bataan to Australia; the story was bought by 28 newspapers. "Knick" was also first with the story of U. S. forces landing in New Zealand. Edward Angly, another Sun man, was first with the news of the AEF arrival in Australia.

4) The purchase of The Chicago Sun's Washington Service by the Washington Post—told the world about the kind of a news job The Sun does in Washington!

5) Sun editorials and editorial cartoons have been quoted and reproduced in more than 200 newspapers.

6) The Sun's Women's pages average more than 1,300 letters and phone calls a day, all requests for information, service and leaflets—phenomenal influence and interest in a new newspaper. The Cakes for Soldiers campaign has brought in hundreds of home-cooked donations every day. And the Gudrun Alcock story, which brought in 78 pianos, 20 phonographs, 26 radios, 18 floor lamps, assorted furniture and thousands of records, for the Chanute Field recreation rooms—was evidence of reader response that few newspapers have ever been able to show.

7) The Sun carried its first two million lines in eighty-eight days—another record in the history of metropolitan newspapers.

8) The Sun carries the advertising of all Chicago department stores except two; is already the second paper with some of these big stores.

9) The Sun now has 469 national accounts, on regular schedule.

10) The Sun's classified volume—second in Chicago, continues to be the talk of the newspaper business.

THE SUN'S success story is the obvious justification that The Sun was needed in Chicago—and is filling the need!

And The Sun's success to date is all the data any discerning advertiser needs! . . . Ask any Branham man

Advertising & Selling—April, 1942
Western Advertising—April 5, 1942
Tide—April 1, 1942

2504

DEFENDANT'S EXHIBIT No. 20

HOW your newspaper at "HOME" KNICKERBO

World's Foremost Foreign Cor

The Boston Daily Globe EXTRA

CLUSIVE! Knickerbocker Reports From U.S. Fleet

BRITISH WITHDRAWING AT SINGAPORE

After

THE SUN

Thousands Of Allied Troops Now In Ja

Jap Holdings In Russia

The Washington Post

Churchill Ouats 5 More of Cabinet,

Wa., Plane Output Aides Included;

Japs Checked at Java's Approaches

(The Morning KANSAS CITY STAR)

The Kansas City Times

TEACHERS CONVENTION

FINAL

Knickerbocker's Story:

U.S. Must Hit Fast To Bar Foe from Oil

Japan Soon Will Be Able to Rebore Rich Indies Wells Taken from Dutch

By H. R. Knickerbocker

Chief of The Chicago Sun Foreign Service.

Batavia, Netherlands East Indies, Feb. 18.—(Delayed)—The Japanese have lost the oil of the Indies and thereby they have lost the principal objective of their war.

This is of such vast importance to the people of the United States and to all of our Allies that it is not propaganda but glorious fact. 15,000 miles to learn that it is not

Far more important, however, is the sober fact, also truly understandable only here, on the spot, that unless United States weapons and men, chiefly fighter planes, reach here with all possible speed and in sufficient numbers, the Japanese may regain in part the oil they have lost, by reboring the wells.

point in Japan itself most probably would lead to the return of many units of Japanese air forces, especially fighter planes, for the protection of the homeland. This would delay the expected attack upon Java by precious weeks.

Urge Attack on Japan.

There is in the opinion of many military observers here only one possible alternative to sending here those air, land and naval reinforcements that would make easier the defense of this island. That alternative is for the United States air or naval forces or both to attack Japan proper.

It is believed by many persons who know Japan best that the

Japs at Home Untouched.

As one put it:

"A half-dozen — no — just two Flying Fortresses over Japan, or a dozen bombers from an aircraft carrier might change the history of the whole Pacific. The Japanese at home so far haven't felt this war at all. It would be most salutary to teach them war is painful and their high command could not afford to ignore such an attack."

A military observer said:

"If we can hold Java we can use

See JAPS HAVE on Page 4.

Anzacs U.S. Forc Victory

Pacific Ch Says Sun

H. R. Knickerbocker, c Service, arrived in New Zeal miles of war-tossed ocean of what America's Navy i of war. Here is his rema

By H. R

COPYRIGHT, 1942, by The Chicago Sun

From a New Zealan forces have arrived in N fax Leary, newly appoin taken over to secure t against the Japanese.

From eight to nin lians today felt for t America and thrilled bitter their trials ma guaranteed victory.

Great Chain

A great chain has bee

S EXHIBIT No. 20

KERBOCKER

t Foreign Correspondent

Anzacs Cheer U.S. Force As Victory Sign

Pacific Chain Forged, Says Sun Writer

H. R. Knickerbocker, chief of the Chicago Sun's Foreign Service, arrived in New Zealand yesterday after crossing 6,217 miles of war-tossed ocean to report the first exclusive news of what America's Navy is now doing in the Pacific theater of war. Here is his remarkable story:

By H. R. Knickerbocker.

Copyright, 1942, by The Chicago Sun. Reproduction in whole or in part strictly forbidden.

From a New Zealand Port, Feb. 9.—United States naval forces have arrived in New Zealand and Adm. Herbert Fairfax Leary, newly appointed chief of the Anzac command, has taken over to secure this left wing of the American front against the Japanese.

From eight to nine million New Zealanders and Australians today felt for the first time the supporting hand of America and thrilled to the assurance that no matter how bitter their trials may be the decision in the long run is a guaranteed victory.

Great Chain of Islands Fortified

A great chain of United States and Allied islands across ... has been reinforced and fortified and it now may ... ...rican forces have established an uninter- ... from factories at home to the ... ...hment of

y
ed
ng
act.

ably
many
espe-
pro-
This
attack
ks.

ust two
pan, or a
aircraft
history of
Japanese
lt this war
ust salutary
painful and
ould not af-
attack."
said:
a two can use
Page 4.

Wa.. Plane ...
Japs Checked at Java's App...

The Kansas City Times

COMPLETE COVERAGE ON TEACHERS' CONVENTION
San Francisco Chronicle FINAL

Daily ... Mail

SINGAPORE CLEARS FOR
Civilians to Evacuate Naval ...

The Dallas Morning News

Jap Ships Blasted by U.S., Dutch;
Sumatra Raked by Bombs

The Charlotte Observer

BRITISH FIGHTING DESPERATELY TO HOLD BURMA

Japs On Bali, Key To Java

ATTACK MADE ON ADVANCING ENEMY FORCE

HOLD OF HOOKS COAL OF HOG LOST TO JAPS

R.C. Hoolock 31st Infantry in Philippines

NAMED SHIPS PLANES FIGHT FOR FRIENDLY

Newark Star-Ledger

FINAL EDITION

Batavia Bombed By Japs

Igorots Atop Tanks Kill 1,000 Japs

Dive-Bomber Flights Rock Rail Transport

FINAL PHILADELPHIA

...standable only here. ...
that unless United States weapons and men, chiefly fighter planes, reach here with all possible speed and in sufficient numbers, the Japanese may regain in part the air they have lost, by reducing the wells.

Urge Attack on Japan.

There is in the opinion of many military observers here only one possible alternative to sending here those air, land and naval reinforcements that would make easier the defense of this island. That alternative is for the United States air or naval forces or both to attack Japan proper.

It is believed by many persons who know Japan best that the bombardment of any important ...cially ... section of the ... would delay the expected attack upon Java by precious weeks.

Japs at Home Untouched.

As one put it:

"A half-dozen — no — just two dozen bombers from an aircraft carrier might change the history of the whole Pacific. The Japanese at home so far haven't felt this war at all. It would be most salutary to teach them war is painful and their high command could not afford to ignore such an attack."

A military observer said:

"If we can hold Java we can use

See JAPS HAVE on Page 4.

Australia Braces for Death Fight

Continent Provides Allies Last Foothold For Stopping Japs

By H. R. Knickerbocker.
Chief of The Chicago Sun Foreign Service.

An Australian Port, March 7.—The last foreign fugitives have escaped from Java. From now on this vast empty continent of Australia is the frontline fortress which must be held if the furious Japanese are to be stopped from overrunning the world.

Genghis Khan is abroad again and this time his objective is not in Europe but it is the United States of America. Genghis Khan no longer rides Mongol ponies. Now, he goes into battle on Japanese navy Zero fighters.

Boasts Wealth of Indies.

He doesn't have to suck the blood of his cavalry horses to keep alive on long hard marches as he was wont to do 700 years ago. Now he has the wealth of the Indies upon which to draw to fight this year and next year and for many years longer than he ever could have fought if his enemies had not underestimated his fighting capacity, his absolute determination to conquer America and Britain or die.

It was that undervaluation plus Allied procrastination which led to the loss of that opulent island of ...day, invaded and ...prison

Java Capital Shaken, Says Knickerbocker

15 Planes Jolt City; Dutch Fliers Strike At Enemy Ships; Singapore Errors Told

By H. R. Knickerbocker.
Chief of The Chicago Sun Foreign Service.

Batavia, Java, Feb. 22.—A squadron of 15 Japanese bombers swept over this capital of the Netherlands East Indies today in an attack that rocked the entire city, but the Dutch are not waiting passively to receive the enemy.

They went out during the last 24 hours and struck hard from the air off to the north near Palembang and also south of Bali. They reported they had sunk a large Japanese transport and hit directly one Jap cruiser and several destroyers.

The Japanese cruiser, returning fliers reported, was left burning.

Dispatch Written During Attack.

This dispatch is being written during a heavy air attack and the concussion of enemy bombs is felt repeatedly.

[Editor's note: This is the first report of bombs having been dropped on Batavia].

This Washington's Birthday in Batavia is weird with the howling of sirens warning of the approaching enemy, but the natives, ignoring the threat, go calmly about their affairs.

The Dutch are fully aware of the fate they face and the reasons for it but their courage remains unshakeable. They know that the evils that have befallen them and those which they face may still, at this late date, two and one half months after Pearl Harbor, be summed up in two words—surprise and initiative.

Japs Hold Initiative.

The surprise occasioned by the Japanese attack on Dec. 7 has not yet exhausted itself. The assassins of Pearl Harbor hold the initiative and their opponents are still reeling under the first blow which the Japanese are following up with such breath-taking effectiveness.

Now, after 10 weeks of warfare, it is apparent that it will take a much longer period than that to make up for the fact that the British and American governments refused to believe in the imminence of a Japanese attack and therefore failed to take those precautions that might have saved the United Nations many years of costly struggle.

Details of that lack of preparation so far as Singapor...

See KNICKERBOCKER

...of what America's ... of war. Here is his remarkab...

By H. R. Kn...

Copyright, 1942, by The Chicago Sun, Inc.

From a New Zealand P... forces have arrived in New ... fax Leary, newly appointed ... taken over to secure this ... against the Japanese.

From eight to nine mi... lians today felt for the f... America and thrilled to t... bitter their trials may be ... guaranteed victory.

Great Chain of Is...

A great chain of U... the Pacific has been rei... be asserted that Americ... rupted line of transpor... battle front of Asia.

It has been my pr... this line over the im... oceans. Maintenance ... and the fighting fron... the war in the East, ... picture it will be a ... break it.

I came into New... naval vessel to reach ... of Dec. 7 to destroy ...

My transport ... craft to be seen in ... fitory was occupi... any rate, was the ... habitants, who ga... Americans were h...

Jav... Ar... F...

...ust two
...pan; or a
... aircraft
... history of
... Japanese
...elt this war
...st salutary
... painful and
...ould not af-
... attack."
... said:
...ra we can use
... Page 4.

...haken,
...bocker

...Dutch Fliers Strike ...gapore Errors Told

...ckerbocker.
...Sun Foreign Service.
...on of 15 Japanese bombers swept
... East Indies today in an attack that
... are not waiting passively to receive

those which they face may still, at this late date, two and one half months after Pearl Harbor, be summed up in two words—surprise and initiative.

Japs Hold Initiative.

The surprise occasioned by the Japanese attack on Dec. 7 has not yet exhausted itself. The assassins of Pearl Harbor hold the initiative and their opponents are still reeling under the first blow which the Japanese are following up with such breath-taking effectiveness.

Now, after 10 weeks of warfare, it is apparent that it will take a much longer period than that to make up for the fact that the British and American governments refused to believe in the imminence of a Japanese attack and therefore failed to take those precautions that might have saved the United Nations many years of costly struggle.

Details of that lack of preparation so far as Singapore ...

See KNICKERBOCKER

...ICKERBOCKER

...of ...

By ...

Copyright, 1942, by The Chicago Sun, Repin...

From a New Zealand Port, Feb. 5. ... forces have arrived in New Zealand and Adm. ... fax Leary, newly appointed chief of the Anzac command, ... taken over to secure this left wing of the American front against the Japanese.

From eight to nine million New Zealanders and Australians today felt for the first time the supporting hand of America and thrilled to the assurance that no matter how bitter their trials may be the decision in the long run is a guaranteed victory.

Great Chain of Islands Fortified

A great chain of United States and Allied islands across the Pacific has been reinforced and fortified and it now may be asserted that American forces have established an uninterrupted line of transportation from factories at home to the battle front of Asia.

It has been my privilege to observe the establishment of this line over the immense expanse of this greatest of all oceans. Maintenance of this connection between our shores and the fighting front in Asia will be the deciding factor in the war in the East, it is felt here. On the other side of the picture it will be a vital matter for the Japanese to try to break it.

I came into New Zealand harbor with the first American naval vessel to reach these waters since the Japanese attempt of Dec. 7 to destroy the United States Navy at Pearl Harbor.

My transport was a destroyer, the swiftest and smartest craft to be seen in these parts in all the years since this territory was occupied by its original Scot settlers. That, at any rate, was the opinion expressed by a group of local inhabitants, who gathered rapidly as the news spread that the Americans were here.

Java Begs America For Planes

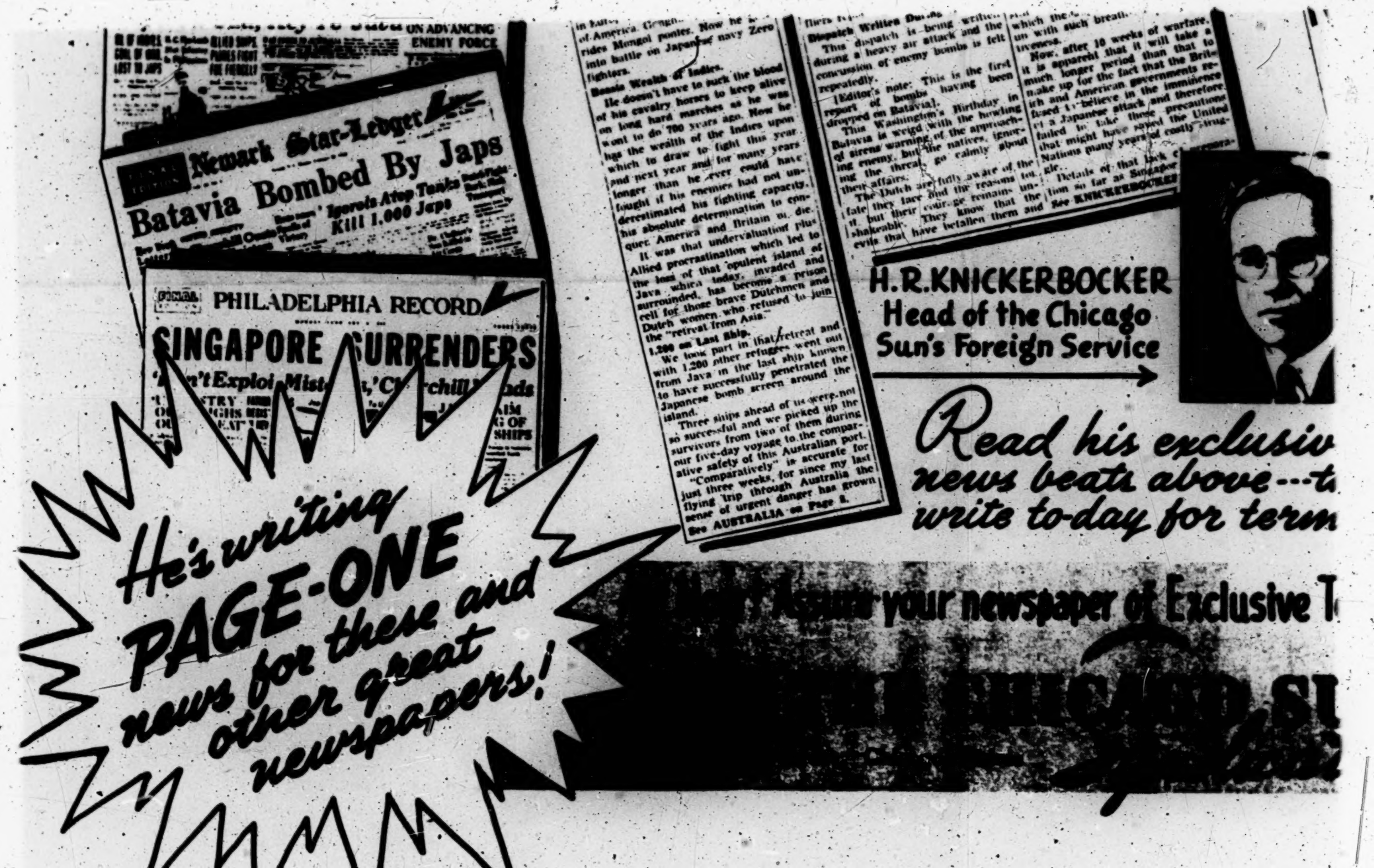
Just a Few Will Save the Day, Says Dutch Official

By H. R. Knickerbocker.
Chief of the Chicago Sun Foreign Service.

Batavia, Netherlands East Indies, ... Death and destruction ... this jeweled island and the ... are overhead, but the ... of Dr. H. J. Van Mook, lieu... governor of the Indies, was ... today above the clamor of ... raids and the monotonous ... nming of airplane engines to ...

What is the civilized world — ... hat are the Allies—going to do ... bout Java?

There is still time to save Java. ... still time to secure it ... strategic


ON ADVANCING ENEMY FORCE
Newark Star-Ledger
Batavia Bombed By Japs
Igorots Atop Tanks Kill 1,000 Japs
PHILADELPHIA RECORD
SINGAPORE SURRENDERS
He's writing PAGE-ONE news for these and other great newspapers!
Dispatch Written During
This dispatch is being written during a heavy air attack and the concussion of enemy bombs is felt repeatedly.
[Editor's note: This is the first report of bombs having been dropped on Batavia].
This Washington's Birthday in Batavia is weird with the howling of sirens warning of the approaching enemy, but the natives, ignoring the threat, go calmly about their affairs.
The Dutch are fully aware of the fate they face and the reasons for it, but their courage remains unshakeable. They know that the evils that have befallen them and
See KNICKERBOCKER
H.R.KNICKERBOCKER
Head of the Chicago Sun's Foreign Service
Read his exclusiv
news beats above---t
write to-day for term
Assure your newspaper of Exclusive T

Save the Day, Say
Dutch Official
By H. R. Knickerbocker.
Chief of the Chicago Sun Foreign Service
Batavia, Netherlands East Indies.
Death and destruction
this jeweled island and the
are overhead, but the
of Dr. H. J. Van Mook, heu-
governor of the Indies, was
today above the clamor of
raids and the monotonous
nming of airplane engines to
What is the civilized world —
hat are the Allies—going to do
bout Java?
There is still time to save Java.
There is still time to secure it
as the indispensable strategic
base that it is.
The only question now is
whether the United States and
Great Britain can recognize that
the preservation of Java is a
matter of their vital self-interest
and will take the steps necessary
to defend it.
Support Promised Java.
Those are the high points of an
hour's talk I had today with Van
Mook, who had just returned to this
capital of the Indies after a month's
stay in the United States, where he
spent most of his time in Washing-
ton talking to our war chiefs and
President Roosevelt.
He received the most definite
promises of support, and support
has been coming. This island is
much stronger because of it, but
there have now been launched cer-
which have quite justi-
here over the
ICKERBOCKER
of the Chicago
oreign Service
ead his exclusive
ws beats above---then
ite to-day for terms!
newspaper of Exclusive Territorial Rights
CHICAGO SUN
Syndicate

DEFENDANT'S EXHIBIT No. 81

RESULTS FROM THE CHICAGO SUN!

H. V. Kaltenborn Tells Of The Sun's War Beat

In a broadcast over 40 stations of the NBC network to a radio audience estimated at more than eight million, H. V. Kaltenborn, distinguished news commentator, last night said:

"AMERICAN naval forces have arrived at New Zealand to take over the left flank of the far-flung naval defense of the two richest, largest and strategically most important islands of the Dutch East Indies—Java and Sumatra. Their other task, less immediate but just as important, is to keep the Japanese out of the Australian Continent and out of New Zealand.

"The story of the arrival of American warships in the Antipodes is told in graphic detail by H. R. Knickerbocker in today's (Tuesday's) issue of Chicago's excellent new morning newspaper, The Chicago Sun. As an old newspaper man I am mighty jealous of the use of the name of what was for many years America's best morning newspaper, (the old New York Sun), but The Chicago Sun carries it with distinction.

"This is the first story which my former European colleague has been allowed to file on his fascinating journey

H. V. KALTENBORN

"Knickerbocker reports the establishment of an unbroken string of American naval and air bases which will become the life-line of American help to the Far East. • • • "And today the correspondent of The Chicago Sun reports the regular passage of convoys and

Journalistic enterprise of the kind referred to by H. V. Kaltenborn, is one of the reasons for the constantly growing reader interest in The

Journalistic enterprise of the kind referred to by H. V. Kaltenborn, is one of the reasons for the constantly growing reader interest in The Chicago Sun.

In a broadcast over 40 stations of the NBC network to a radio audience estimated at more than eight million, H. V. Kaltenborn, distinguished news commentator, last night said:

"AMERICAN naval forces have arrived at New Zealand to take over the left flank of the far-flung naval defense of the two richest, largest and strategically most important islands of the Dutch East Indies—Java and Sumatra. Their other task, less immediate but just as important, is to keep the Japanese out of the Australian Continent and out of New Zealand.

"The story of the arrival of American warships in the Antipodes is told in graphic detail by H. R. Knickerbocker in today's (Tuesday's) issue of Chicago's excellent new morning newspaper, The Chicago Sun. As an old newspaper man I am mighty jealous of the use of the name of what was for many years America's best morning newspaper, (the old New York Sun), but The Chicago Sun carries it with distinction.

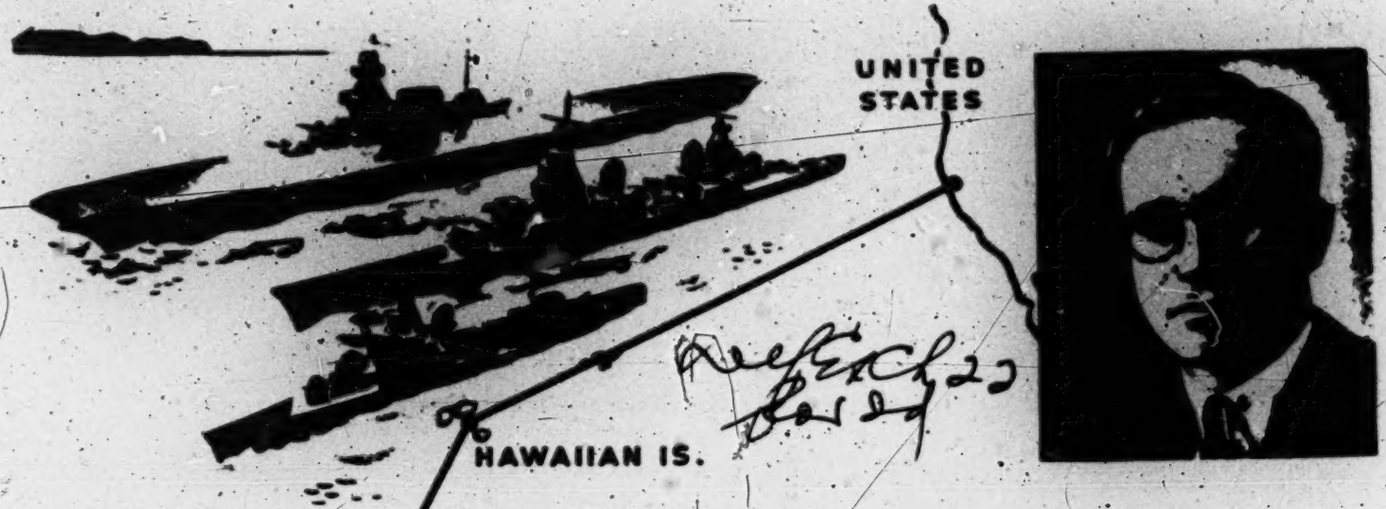
"This is the first story which my former European colleague has been allowed to file on his fascinating journey by aircraft carrier and destroyer across wartime ocean lanes where enemy attack might come at any moment by surface warships, high flying bombers or lurking submarines.

H. V. KALTENBORN

"Knickerbocker reports the establishment of an unbroken string of American naval and air bases which will become the life-line of American help to the Far East. . . . "And today the correspondent of The Chicago Sun reports the regular passage of convoys and their escort vessels across the vast spaces of the Pacific and, so far as we know, the considerable number of planes, troops and supplies that have reached the Far East have made the journey without the loss of a single vessel in convoy."

3052

2566



"...WHERE'S Knick?"

H. R. Knickerbocker, famous foreign correspondent in charge of The Chicago Sun foreign staff, left Chicago for the Pacific Coast on December 8th to try to get some news on our current war.

Wars are old stuff to this slight, red-haired Knick. He has reported them in Spain, Abyssinia, China, and Europe; and holds the unusual distinction of having been kicked out of both Germany and Russia for sending news instead of official handouts.

Knick got as far as California, and ran into a little trouble. There are no ships or planes to Hawaii or the Philippines these days which an enterprising reporter can charter. California had plenty of war consciousness, but not action that Knick likes.

After a month of desultory messages, Knick sent a curt two-word wire January 8th:

"Going fishing."

Word of Knick's fishing trip got around the office, and at least twenty times a day Rex Smith, The Sun's editor, was asked "Where's Knick?" It got to be a game after a while, a game that lasted thirty-three days. Then on the afternoon of February 9th, a ticker in The Sun's wire room stuttered out "Knickerbocker. From a New Zealand Port" and the story of Knick's fishing trip was out.

"He had left San Diego on January 7th on a U. S. Navy transport for Honolulu; next by aircraft carrier to within two days of the Samoas, where he was transferred to a destroyer at sea via the breeches buoy; and by destroyer from Pago Pago to New Zealand, where he arrived on Feb. 9th. Knick had been privileged to go along while the U. S. established its Pacific lifeline of supply down under. On landing he immediately filed his story of the arrival of the first naval forces in New Zealand, the official reception, the long trip.

Knick's story was a beat, exclusive . . . in the best two months old tradition of The Sun.

Giving Chicago more news than it ever had before, more important news first, more exclusive news—The Sun has made its own place in Chicago by doing a better job. And if advertising linage means anything, The Sun is also doing a better job as a sales medium in the nation's second market. . . . Ask any Branham man for the details!

"...WHERE'S Knick?"

H. R. Knickerbocker, famous foreign correspondent in charge of The Chicago Sun foreign staff, left Chicago for the Pacific Coast on December 8th to try to get some news on our current war

Wars are old [illegible] this slight, red-haired Knick. He has reported them in Spain, Abyssinia, China, and Europe; and holds the unusual distinction of having been kicked out of both Germany and Russia for sending news instead of official handouts.

Knick got as far as California, and ran into a little trouble. There are no ships or planes to Hawaii or the Philippines these days which an enterprising reporter can charter. California had plenty of war consciousness, but not action that Knick likes.

After a month of desultory messages, Knick sent a curt two-word wire January 8th:

"Going fishing."

Word of Knick's fishing trip got around the office, and at least twenty times a day Rex Smith, The Sun's editor, was asked "Where's Knick?" It got to be a game after a while, a game that lasted thirty-three days. Then on the afternoon of February 9th, a ticker in The Sun's wire room stuttered out "Knickerbocker. From a New Zealand Port" and the story of Knick's fishing trip was out.

He had left San Diego on January 7th on a U. S. Navy transport for Honolulu; next by aircraft carrier to within two days of the Samoas, where he was transferred to a destroyer at sea via the breeches buoy; and by destroyer from Pago Pago to New Zealand, where he arrived on Feb. 9th. Knick had been privileged to go along while the U. S. established its Pacific lifeline of supply down under. On landing he immediately filed his story of the arrival of the first naval forces in New Zealand, the official reception, the long trip.

Knick's story was a beat, exclusive . . . in the best two months old tradition of The Sun.

Giving Chicago more news than it ever had before, more important news first, more exclusive news—The Sun has made its own place in Chicago by doing a better job. And if advertising linage means anything, The Sun is also doing a better job as a sales medium in the nation's second market . . . Ask any Branham man for the details!

THE CHICAGO SUN

Axis Could Attack U.S.—F.D.R.

Brazil Ship Torpedoed Off U.S.

Japs at Gates—Java; Dutch Hit Transports

Holds Raid On Detroit Is Possible

First South American Craft Sunk

'Genius' Seized as Draft Evader After Defying Father's Pleas

2507

Clear, and cooler . . .

in Chicago these mornings . . . We don't mean the weather, but the state of mind of Chicagoans who have another morning paper to read . . . They now get the news without getting hot under the collar, truth without temper, intake without exasperation . . . news undiluted with opinion or propaganda, minus preaching or . . . So Chicagoans can have a clearer idea of what's going on in the world. Sun readers presumably get mad at Hitler, the Japs, Washington, and other things in the news—but don't get mad at the newspaper! . . .

Clarity and coolness in the reader raises his advertising reception, too—which is apparently one reason why

Clear, and cooler . . .

in Chicago these mornings . . . We don't mean the weather, but the state of mind of Chicagoans who have another morning paper to read . . . They now get the news without getting hot under the collar, truth without temper, intake without exasperation . . . news undiluted with opinion or propaganda, minus preaching or pointing . . . And better news service than Chicago ever had before.

The Sun prints the news hot, with no rise in the reader's temperature . . . and carefully identifies features, editorials and advertisements, never gets them mixed up in the news text! . . . So Chicagoans can have a clearer idea of what's going on in the world. Sun readers presumably get mad at Hitler, the Japs, Washington, and other things in the news—but don't get mad at the newspaper! . . .

Clarity and coolness in the reader raises his advertising reception, too—which is apparently one reason why Sun advertising pays better, gets more response . . . and is also the reason why The Sun has gotten so much good advertising, so quickly! There's no doubt that it's a medium now! . . . Look at Media Records. Or ask the Branham man . . . soon!

THE CHICAGO SUN

THE BRANHAM COMPANY, *National Representatives:* Atlanta, Charlotte, Chicago, Dallas, Detroit, Kansas City, Los Angeles, Memphis, New York, St. Louis, San Francisco, Seattle

PRINTERS' INK

3054

2508

People who give a damn

He wakes at 4:55 a.m. At 5:20, standing in the butler's pantry, he eats the breakfast that Pedro, the sleepy Mexican houseboy, has prepared. By 5:30, he is out of the house in Westwood, driving to L.A. in the early California sunshine, or California "dew."

At 6:15, Dr. Searles is in the hospital. At 7:05, in white gown and mask, he starts his first operation; finishes hours later, dog tired, with from two to twelve operations behind him. He lunches off a tray, or in the staff dining room; sits around for a half-hour. He spends the afternoon in his office, or calling back on his cases. Around 5:00 p.m., he gets out his car and starts back to Westwood. Some time with the children, dinner, desultory talk with his wife. He looks over a newspaper, reads the new medical journals. Rarely, there are guests and bridge. By nine, he's falling asleep in his chair.

That's the typical day of Joe Searles, eminently successful surgeon. Thirty-eight years old, his income is up in the movie star brackets. Slave to his profession, he finds it hard to be a social being, or to keep up with the world. So in the brief intervals of waiting, in his hours at home, he dips into the magazine he grew to like years ago, as an interne . . . desirable customers and prospects . . . are the hardest to reach—the busiest people?

The people "who give a damn"—the best brains in the colleges, the women with the largest families or houses, the best plumber in town, the best furnace tender or washwoman, the successful storekeepers or salesmen, the small businessmen who have survived, the big businessmen who run corporations, the professional people . . . the folks who carry the loads, fill the offices, make the decisions, influence the most people, make the most money, spend the most money. They aren't among the 3.5 hours-per-day radio listeners and daytime program addicts. They buy more magazines than they can read. You can't take them for granted in any "mass" list. Lack of time makes their reading selective—and their accessibility to advertising selective, too!

Check the busiest, most successful people you know . . . and learn how many of them are regular readers of two monthlies! One of these doesn't accept advertising. The other is The American Magazine . . .

What distinguishes this magazine in appeal, in readership, in reader reaction—is better job, and the better life. Today, winning the war, and the better world afterwards . . . The readers' attitude, their curiosity and interest in everything that concerns their stake in this country, this war, and their future, is distinctive, too. They want to know—to use. They take things seriously. And if your product, your business, your ideas get their attention, you've got the biggest power-house in this country working for you—whether you're making opinions or making sales!

This year, this magazine means more to the people who mean most to any advertiser . . . offers a larger group of anybody's best

People who give a damn

He wakes at 4:55 a.m. At 5:20, standing in the butler's pantry, he eats the breakfast that Pedro, the sleepy Mexican houseboy, has prepared. By 5:30, he is out of the house in Westwood, driving to L.A. in the early California sunshine, or California "dew."

At 6:15, Dr. Searles is in the hospital. At 7:05, in white gown and mask, he starts his first operation; finishes hours later, dog tired, with from two to twelve operations behind him. He lunches off a tray, or in the staff dining room; sits around for a half-hour. He spends the afternoon in his office, or calling back on his cases. Around 5:00 p.m., he gets out his car and starts back to Westwood. Some time with the children, dinner, desultory talk with his wife. He looks over a newspaper, reads the new medical journals. Rarely, there are guests and bridge. By nine, he's falling asleep in his chair.

That's the typical day of Joe Searles, eminently successful surgeon. Thirty-eight years old, his income is up in the movie star brackets. Slave to his profession, he finds it hard to be a social being, or to keep up with the world. So in the brief intervals of waiting, in his hours at home, he dips into the magazine he grew to like years ago, as an interne . . .

As it ever occurred to you that your most desirable customers and prospects . . . are the hardest to reach—the busiest people?

The people "who give a damn"—the best brains in the colleges, the women with the largest families or houses, the best plumber in town, the best furnace tender or washwoman, the successful storekeepers or salesmen, the small businessmen who have survived, the big businessmen who run corporations, the professional people . . . the folks who carry the loads, fill the offices, make the decisions, influence the most people, make the most money, spend the most money. They aren't among the 3.5 hours-per-day radio listeners and daytime program addicts. They buy more magazines than they can read. You can't take them for granted in any "mass" list. Lack of time makes their reading selective—and their accessibility to advertising selective, too!

Check the busiest, most successful people you know . . . and learn how many of them are regular readers of two monthlies! One of these doesn't accept advertising. The other is The American Magazine . . .

What distinguishes this magazine in appeal, in readership, in reader reaction—is its concern with the things that concern all serious-minded Americans . . . Yesterday, the better job, and the better life. Today, winning the war, and the better world afterwards . . . The readers' attitude, their curiosity and interest in everything that concerns their stake in this country, this war, and their future, is distinctive, too. They want to know—to use. They take things seriously. And if your product, your business, your ideas get their attention, you've got the biggest power-house in this country working for you—whether you're making opinions or making sales!

This year, this magazine means more to the people who mean most to any advertiser . . . offers a larger group of anybody's best prospects . . . and gets a better reception than ever before for good advertising . . . Investigate!

The American MAGAZINE

IN THE SERVICE OF THE NATION

The Crowell-Collier Pub. Co., 250 Park Av., N.Y.C.; 700 Stadium Office Bldg., Boston, General Motors Bldg., Detroit; 333 N. Michigan Av., Chicago; 233 Montgomery St., San Francisco

23019

DEFENDANT'S EXHIBIT No. 24

"Mrs. S. must be slipping!"

Mrs. S., Chicago housewife, used to be one of those holy terrors who had her house slicked up at nine, marketing done at ten; and was off shopping or doing something while other women were still battling the breakfast dishes . . . But lately Mrs. S. seems to be off schedule, is not the early bird she once was. She hardly ever leaves the house before eleven these days . . . Mrs. S. has discovered Chicago's new morning paper, The Sun. She finds so much in it to interest her that housework can wait—and does. She knows more about the world, and her husband says her disposition is better!

Chicago is giving more time to its new morning paper—because The Sun is giving more to Chicago in the way of news, and news service, than Chicago ever had before . . . And news in The Sun is straight, to take or leave, untangled with policy or politics . . . The editorials are found only on the editorial page . . . There's more news of the War, the world, and Washington; and more news of Chicago, fresh features, and comics . . . service departments written for and working for the readers . . . And an astonishing amount of worthwhile advertising for a new newspaper!

Sun readers in Chicago like The Sun very much.

"Mrs. S. must be slipping!"

Mrs. S., Chicago housewife, used to be one of those holy terrors who had her house slicked up at nine, marketing done at ten; and was off shopping or doing something while other women were still battling the breakfast dishes . . . But lately Mrs. S. seems to be off schedule, is not the early bird she once was. She hardly ever leaves the house before eleven these days . . . Mrs. S. has discovered Chicago's new morning paper, The Sun. She finds so much in it to interest her that housework can wait—and does. She knows more about the world, and her husband says her disposition is better!

Chicago is giving more time to its new morning paper—because The Sun is giving more to Chicago in the way of news, and news service, than Chicago ever had before . . . And news in The Sun is straight, to take or leave, untangled with policy or politics . . . The editorials are found only on the editorial page . . . There's more news of the War, the world, and Washington; and more news of Chicago, fresh features, and comics . . . service departments written for and working for the readers . . . And an astonishing amount of worthwhile advertising for a new newspaper!

Sun readers in Chicago like The Sun very much. Advertising gets a better break in a medium that people like to read and use. And enough people read The Sun to be worth any advertiser's effort—and profit! . . . Ask the Branham man!

CHICAGO SUN

THE BRANHAM COMPANY, *National Representatives*

Atlanta, Charlotte, Chicago, Dallas, Detroit, Kansas City, Los Angeles, Memphis, New York, St. Louis, San Francisco, Seattle

Drug Trade News—April 6, 1942
Food Field Reporter—April 13, 1942
Tide—April 15, 1942

DEFENDANT'S EXHIBIT No.25

. . . "You'll be late again, Henry"

Families in Chicago find it harder to get the morning newspaper away from father, since The Sun started coming! The Old Man spends more time with it—and no wonder!

The Sun has more news, and no axes in the news columns . . . Editorials where they ought to be . . . A daily digest of war news, with much more enlightening relief maps . . . More pictures . . . Editorials that are fresh, readable, interesting, widely quoted . . . A long list of first rate features and fresh new comics . . . Women's pages that clicked from the first . . .

And while The Sun may delay father's departure, it seems to be helping his disposition, too . . . No Pollyanna publication, The Sun does put a little more cheer in Chicago

. . . "You'll be late again, Henry"

Families in Chicago find it harder to get the morning newspaper away from father, since The Sun started coming! The Old Man spends more time with it—and no wonder!

The Sun has more news, and no axes in the news columns . . . Editorials where they ought to be . . . A daily digest of war news, with much more enlightening relief maps . . . More news from Washington than Chicago ever had before . . . Exclusives from the war zones in the Pacific . . . Local beats, big and little, almost every day . . . Lively sports pages, business pages that make business news interesting . . . Better and better printed news pictures . . . Editorials that are fresh, readable, interesting, widely quoted . . . A long list of first-rate features and fresh new comics . . . Women's pages that clicked from the first . . .

And while The Sun may delay father's departure, it seems to be helping his disposition, too . . . No Pollyanna publication, The Sun does put a little more cheer in Chicago mornings . . . And pleased readers are better prospects for advertisers. Maybe that's why advertisers are giving so much copy to The Sun! . . . Ask any Branham man to show you The Sun's advertising line-up (and linage) . . . Interesting—and indicative!

CHICAGO SUN

THE BRANHAM COMPANY, *National Representatives:* Atlanta, Charlotte, Chicago, Dallas, Detroit, Kansas City, Los Angeles, Memphis, New York, St. Louis, San Francisco, Seattle.

DEFENDANT'S EXHIBIT No. 26

"He's on Sun time now!"

What has happened to the busy Chicago business man, Mr. T.? That terrible tempered timeclock in human form, who expected every steno alert with open book and pencil poised at 9:00 flat? . . . Mr. T. has the office girls guessing. He often enters with a smile and says "Good morning", whether it is or not. And isn't heard from for a good half hour!

Mr. T. has taken to reading Chicago's new morning newspaper, The Sun. He finds so much more of interest in the world (and The Sun) that his reading time overruns his commuting these days. Instead of abandoning his paper to the train sweeper, he cherishes it to his office, half ounce of sod. bicarb. later on . . . Even the office girls are reading The Sun now!

So are about one-third of all the people in Chicago who read a newspaper . . . The Sun has more news, more interesting news, more impartial and un-angled news, presents the world picture from *all* points of view . . . presents editorials only as editorials . . . has scores of fresh, new, worthwhile features, comics, service departments . . . Likewise a lot of good advertising!

BECAUSE it does a better job as a newspaper, The Sun has a lot of satisfied readers . . . enough to make The Sun a better advertising

"He's on Sun time now!"

What has happened to the busy Chicago business man, Mr. T.? That terrible tempered timeclock in human form, who expected every steno alert with open book and pencil poised at 9:00 flat? . . . Mr. T. has the office girls guessing. He often enters with a smile and says "Good morning", whether it is or not. And isn't heard from for a good half hour!

Mr. T. has taken to reading Chicago's new morning newspaper, The Sun. He finds so much more of interest in the world (and The Sun) that his reading time overruns his commuting these days. Instead of abandoning his paper to the train sweeper, he cherishes it to his office, finishes off Warren Brown and Phil Hanna, and reads the editorial page without indignation or indigestion! And he has found that an extra half hour of Sun every morning adds more to his efficiency than a half ounce of sod. bicarb. later on . . . Even the office girls are reading The Sun now!

So are about one-third of all the people in Chicago who read a newspaper . . . The Sun has more news, more interesting news, more impartial and un-angled news, presents the world picture from *all* points of view . . . presents editorials only as editorials . . . has scores of fresh, new, worthwhile features, comics, service departments . . . Likewise a lot of good advertising!

Because it does a better job as a newspaper, The Sun has a lot of satisfied readers . . . enough to make The Sun a better advertising medium for anybody's product or anybody's money. And satisfied readers, like satisfied cows, yield a richer return . . . Get the details about this new Chicago medium from any Branham man—soon!

CHICAGO SUN

The Branham Company, *National Advertising Representatives:* Atlanta, Charlotte, Chicago, Dallas, Detroit, Kansas City, Los Angeles, Memphis, New York, St. Louis, San Francisco, Seattle.

3057

2512

DEFENDANT'S EXHIBIT NO. 37

"Can't get away with it—"

Since so many Chicago families switched to The Sun . . . the man of the house finds that he can't run through The Sun between the orange juice and his second cup of coffee . . . and he can't take it with him because the Mrs. wants it!

The Sun is giving Chicago more news than it ever had before in a morning paper . . . more important news first, more exclusive news, more Washington news, more news beats, big and little . . . a digest of war news, with relief maps that save time, add to understanding . . . editorials confined to the editorial page . . . comprehensive, authoritative, entertaining sports pages . . . business pages that make business news interesting news . . . women's pages that clicked from the start . . . and Saturday book pages that are the best in the country!

And advertisers in Chicago are finding out that the newspaper that does a better job for the reader does a better job for the advertisers, too . . . are giving The Sun remarkable support.

"Can't get away with it—"

Since so many Chicago families switched to The Sun . . . the man of the house finds that he can't run through The Sun between the orange juice and his second cup of coffee . . . and he can't take it with him because the Mrs. wants it!

The Sun is giving Chicago more news than it ever had before in a morning paper . . . more important news first, more exclusive news, more Washington news, more news beats, big and little . . . a digest of war news, with relief maps that save time, add to understanding . . . editorials confined to the editorial page . . . comprehensive, authoritative, entertaining sports pages . . . business pages that make business news interesting news . . . women's pages that clicked from the start . . . and Saturday book pages that are the best in the country!

And advertisers in Chicago are finding out that the newspaper that does a better job for the reader does a better job for the advertisers, too . . . are giving The Sun remarkable support. Are you in The Chicago Sun yet? Better get in touch with a Branham man, and find out what you're missing!

CHICAGO SUN

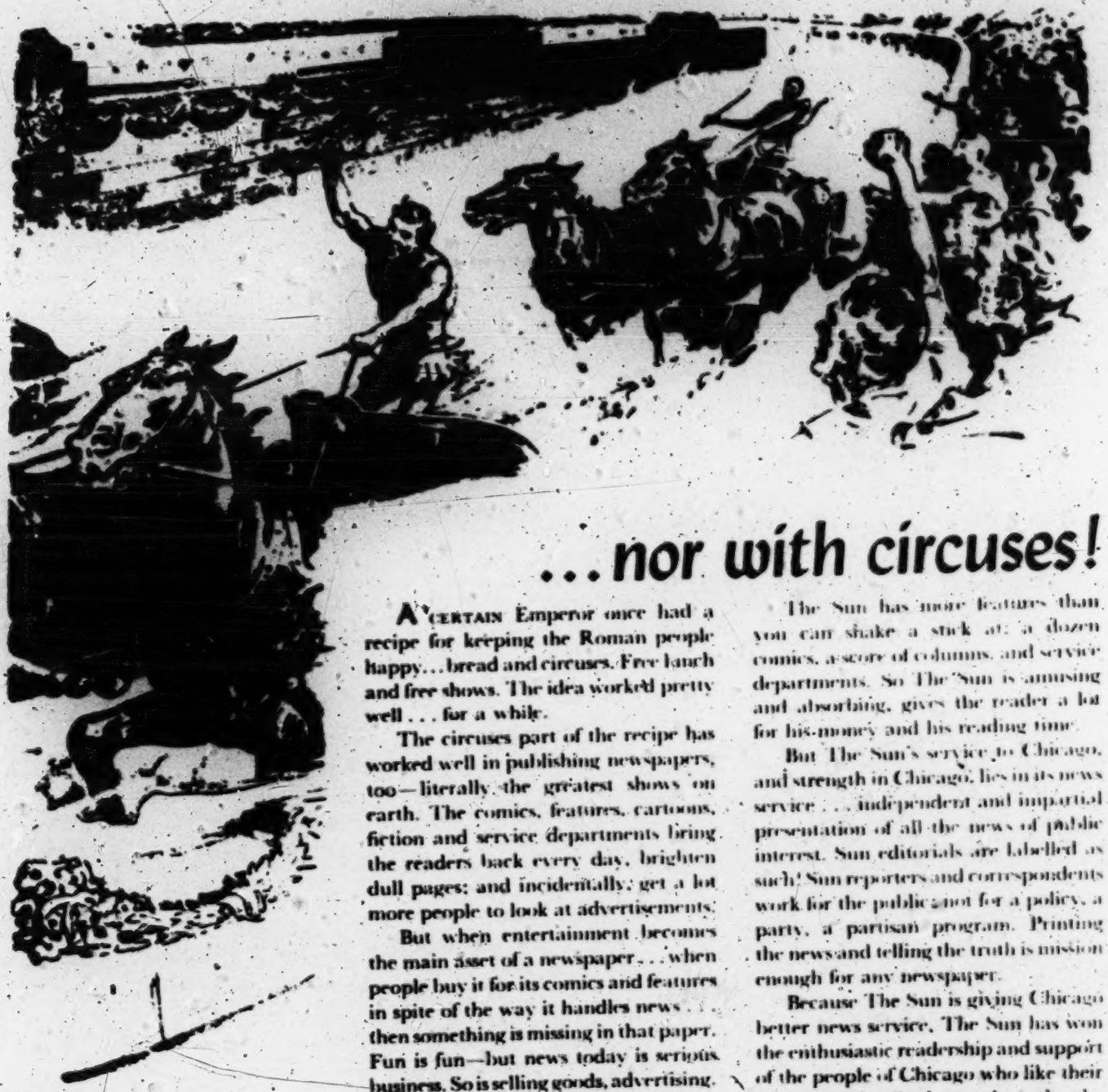
THE BRANHAM COMPANY, *National Representatives:* Atlanta, Charlotte, Chicago, Dallas, Detroit, Kansas City, Los Angeles, Memphis, New York, St. Louis, San Francisco, Seattle.

3058

Printers' Ink—March 27, 1942
Sales Management—April 10, 1942
Liquor News—March 26, 1942

2513

DEFENDANT'S EXHIBIT No.28



. . . nor with circuses!

A CERTAIN Emperor once had a recipe for keeping the Roman people happy . . . bread and circuses. Free lunch and free shows. The idea worked pretty well . . . for a while.

The circuses part of the recipe has worked well in publishing newspapers, too—literally the greatest shows on earth. The comics, features, cartoons, fiction and service departments bring the readers back every day, brighten dull pages; and incidentally, get a lot more people to look at advertisements.

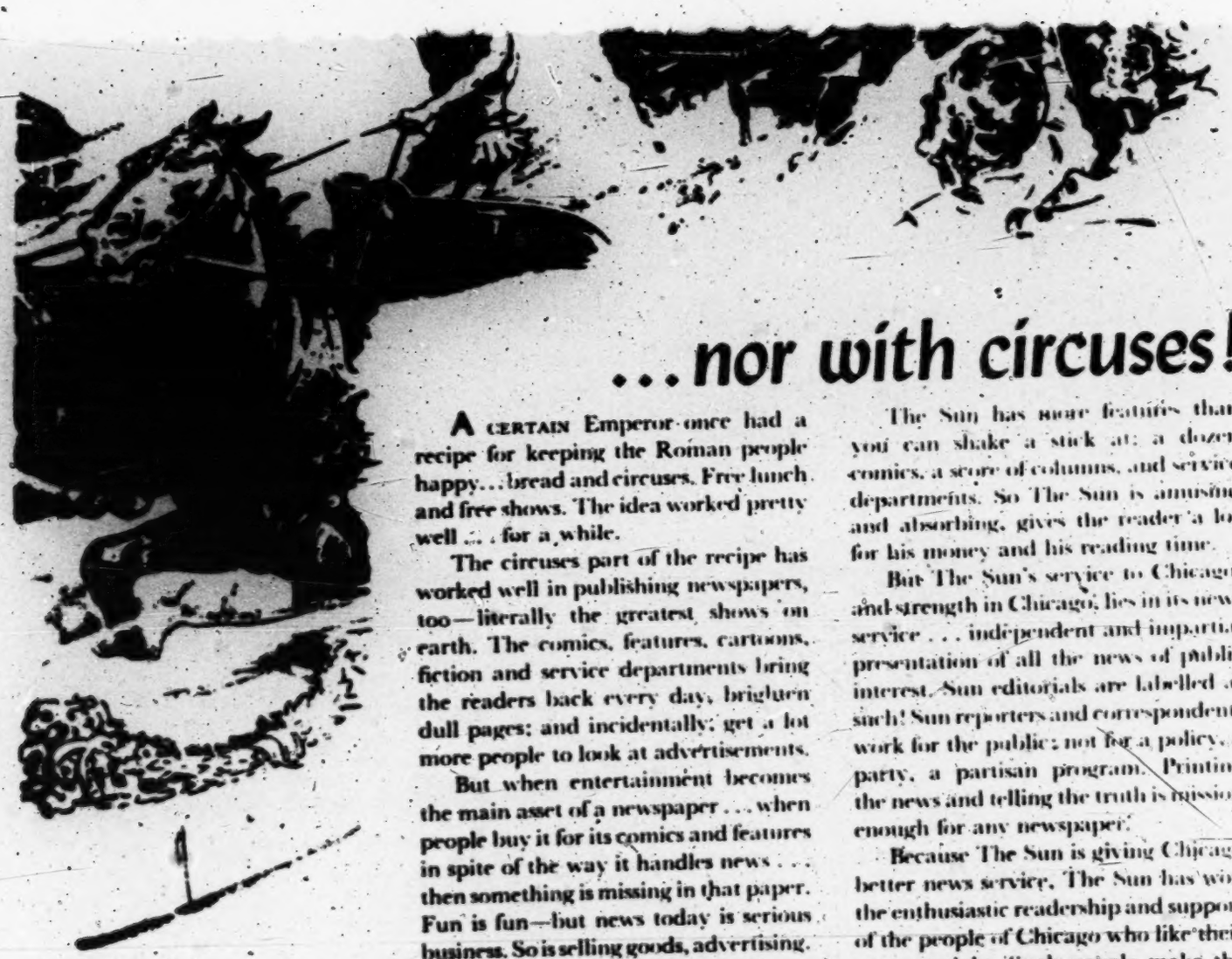
But when entertainment becomes the main asset of a newspaper . . . when people buy it for its comics and features in spite of the way it handles news . . . then something is missing in that paper. Fun is fun—but news today is serious business. So is selling goods, advertising.

The paper that isn't respected as a newspaper . . . that has drifted away from or alienated its readers, lost the public confidence . . . can't do the best

The Sun has more features than you can shake a stick at: a dozen comics, a score of columns, and service departments. So The Sun is amusing and absorbing, gives the reader a lot for his money and his reading time.

But The Sun's service to Chicago, and strength in Chicago, lies in its news service . . . independent and impartial presentation of all the news of public interest. Sun editorials are labelled as such! Sun reporters and correspondents work for the public and not for a policy, a party, a partisan program. Printing the news and telling the truth is mission enough for any newspaper.

Because The Sun is giving Chicago better news service, The Sun has won the enthusiastic readership and support of the people of Chicago who like their news straight. Such people make the best prospects for advertising, too! And there are enough to make The Sun a major medium in Chicago today.



. . . nor with circuses!

A CERTAIN Emperor once had a recipe for keeping the Roman people happy . . . bread and circuses. Free lunch and free shows. The idea worked pretty well . . . for a while.

The circuses part of the recipe has worked well in publishing newspapers, too—literally the greatest shows on earth. The comics, features, cartoons, fiction and service departments bring the readers back every day, brighten dull pages; and incidentally, get a lot more people to look at advertisements.

But when entertainment becomes the main asset of a newspaper . . . when people buy it for its comics and features in spite of the way it handles news . . . then something is missing in that paper. Fun is fun—but news today is serious business. So is selling goods, advertising.

The paper that isn't respected as a newspaper . . . that has drifted away from or alienated its readers, lost the public confidence . . . can't do the best job for advertising. Because advertising must be taken seriously, or it can't pay.

The Sun has more features than you can shake a stick at: a dozen comics, a score of columns, and service departments. So The Sun is amusing and absorbing, gives the reader a lot for his money and his reading time.

But The Sun's service to Chicago, and strength in Chicago, lies in its news service . . . independent and impartial presentation of all the news of public interest. Sun editorials are labelled as such! Sun reporters and correspondents work for the public; not for a policy, a party, a partisan program. Printing the news and telling the truth is mission enough for any newspaper.

Because The Sun is giving Chicago better news service, The Sun has won the enthusiastic readership and support of the people of Chicago who like their news straight. Such people make the best prospects for advertising, too! And there are enough to make The Sun a major medium in Chicago today.

Ask any Branham man what The Sun has to offer you in Chicago!

3059

2514

Printers' Ink—May 22, 1942
Advertising & Selling—June, 1942
Western Advertising—June, 1942

[fol. 3060]

DEFENDANTS' EXHIBIT CH. 29

Newspapers Receiving Chicago Tribune Press Service as of May 3, 1943

Newspaper		Circulation
Boston Post	M—(1)	373,938
	S—(1)	261,005
Buffalo Courier Express	M—(3)	129,881
	S—(3)	229,628
Chicago Tribune	M—(1)	1,048,128
	S—(1)	1,193,856
Denver Post	E—(3)	164,850
	S—(3)	276,697
Detroit Free Press	M—(1)	328,293
	S—(1)	321,135
Kansas City Star and Times	M—(1)	340,048
	E—(1)	346,601
	S—(1)	354,751
Los Angeles Times	M—(1)	227,430
	S—(1)	427,719
New Orleans Times-Picayune	M—(4)	134,407
	E—(4)	60,057
	S—(4)	206,155
New York Daily News	M—(3)	1,996,318
	S—(3)	3,829,490
Oklahoma City Oklahoman & Times	M—(3)	87,283
	E—(3)	76,314
	S—(3)	150,848
Omaha World Herald	M—(1)	95,674
	E—(1)	93,234
	S—(1)	186,041
Portland Oregonian	M—(1)	151,844
	S—(1)	183,696
Salt Lake City Tribune and Telegram	M—(2)	64,428
	E—(2)	28,425
	S—(2)	108,589
San Francisco Chronicle	M—(3)	117,806
	S—(3)	206,088
Washington Times-Herald	Daily (3)	220,360
	S—(3)	232,318
New York Times	M—(3)	447,271
	S—(3)	810,740
St. Paul Post	Weekly	Not a member of ABC

Note: Circulations are from Audit Bureau of Circulations Audit Reports as follows: (1) March 31, 1942; (2) June 30, 1942; (3) Sept. 30, 1942; (4) Dec. 30, 1941.

(Here follow 4 photos, side folios 3061-3064)

2516A

DEFENDANT'S EXHIBIT No. 30

swollen from the beating.
CHICAGO SUN STAFF PHOTOS.

Mob Lynches Attack Suspect

Storms Missouri Jail and Burns Body

Sikeston, Mo., Jan. 25.—(UP)—A mob seized a Negro accused of attempting to assault a white woman, dragged him through the streets and burned his body in a school yard today.

The Negro was Cleo Wright, 30, a cottonseed oil mill worker and ex-convict.

Dying from gunshot wounds, Wright was dragged from his city jail cell by a mob of 600 who overpowered two state highway patrolmen. The prisoner's feet were tied to the rear of an automobile and he was pulled to the school yard, where gasoline was poured over the body. By then the mob had grown to 7,000.

DEFENDANT'S EXHIBIT No. 31

AGO DAILY TRIBUNE: MONDAY, JANUARY 26, 1912.

NEGRO LYNCHED BY MOB; BODY BURNED IN STREET

300 Force Missouri Jail and Seize Prisoner.

Sikeston, Mo., Jan. 25 [Special].—A mob of 300 broke into the city jail here today, removed a Negro accused of attempting to rape a white woman and lynched him.

Map locates Sikeston.

The mob dragged the Negro 10 blocks thru the streets behind an automobile until he was dead and then burned the body in a street in the Negro section.

An immediate "searching and thoro investigation" and indictment of every person who had "any part, great or small, in this mob violence" was ordered tonight by Gov. Forrest C. Donnell in Jefferson City.

Grand Jury Action Urged.

Donnell concurred in a suggestion by Scott County Prosecuting Attorney David Blanton that a grand jury be called to investigate the case. Sixteen state highway policemen and American Legion members patroled streets in the Negro section tonight.

Negroes were ordered to remain indoors and white persons were prevented from entering the section. Approximately 2,000 Negroes live in the area.

Police said the lynching victim, Cleo Wright, 30 years old, a cotton oil mill worker, admitted breaking into the home of Mrs. Grace Sturgeon, 20, shortly after midnight and stabbing her when she fought off his attempt to rape her.

Husband in Army.

Mrs. Sturgeon, the wife of Sergt. Dillard Sturgeon, a member of the Missouri National Guard called into the federal service, was near death in the Sikeston General hospital.

After the attack, which was witnessed by Mrs. Sturgeon's son, James, 8, and by her sister-in-law, Mrs. John Sturgeon, with whom she lives, Wright was arrested on suspicion by Policeman Hess Perrigan, who found him walking toward the Negro section. A bloody knife was in Wright's pocket.

As Wright was being taken to the police station in a squad car he drew another knife and slashed at Perrigan, cutting him on the face and neck. Perrigan, sitting beside Wright in the police car, fired three shots, wounding the Negro.

Perrigan and Wright both were taken to the hospital, where Wright received emergency treatment. He was removed to the city jail when a mob gathered outside the hospital. The mob broke up, but formed again outside the jail.

Mob Forces Jail.

At the jail Chief of Police Walter Kendall and Prosecuting Attorney Blanton pleaded with the mob to disperse. The two were shouldered aside, however, and the mob forced two jail doors and dragged Wright outside.

He was thrown, unresisting, into the trunk of an automobile and taken to the Negro district. There he was tied behind the car, and dragged thru the streets. The mob then poured gasoline over the body and set it on fire in the center of the street. The body remained in the street several hours and then was removed in a city truck.

Woman Given Transfusions.

Mrs. Sturgeon, an employé of a shoe factory, was stabbed several times in the abdomen and her hands were cut. She was given three blood transfusions.

Her sister-in-law told police the assailant apparently had watched their home for some time. She said he smashed the glass in the kitchen door, but, failing in his attempt to enter

Annual Sa

of sheets, cases, comforters, be

towels, table linens and

3062

DEFENDANT'S EXHIBIT No. 32

The Weather
tinued mild Sunday; lower
rature slightly below freez-
entle winds. See Page 12.

THE CHICAGO SUN

FINA

No. 53 COPYRIGHT, 1942, BY THE CHICAGO SUN TRADE MARK APPLIED FOR. Tel. ANDover 4800 SUNDAY, JANUARY 25, 1942 64 Pages AND WEEKLY PAGES. FIVE CI

OFFICIAL REPORT ON PEARL HARBOR

mplete Text Findings in e Disaster

erts Board Says Yanks re 'Blindly' Unprepared

Washington Bureau of The Chicago Sun

ington, Jan. 24.—This is the text of the report of of inquiry headed by Justice Owen J. Roberts on bor, with covering letter from the board to Pres- velt:

January 23, 1942.

ent,

Commanders To Blame, Say Inquiry Board

Capital Warnings Ignored By Kimmel and Short

By Thomas F. Reynolds.
Washington Bureau of The Chicago Sun

Washington, Jan. 24.—In a devastating indictmen American unpreparedness in the face of repeated warn President Roosevelt's special board of inquiry placed fu

omplete Text
)f Findings in
:le Disaster

Roberts Board Says Yanks Were 'Blindly' Unprepared

Washington Bureau of The Chicago Sun

Washington, Jan. 24.—This is the text of the report of the board of inquiry, headed by Justice Owen J. Roberts on Pearl Harbor, with covering letter from the board to President Roosevelt:

January 23, 1942.

President,
The White House.

The undersigned were appointed by Executive order of [illegible] 1941, which defined our duties as a commission thus:

"To ascertain and report the facts relating to the attack made by Japanese armed forces upon the Territory of Hawaii on Dec. 7, 1941.

"The purposes of the required inquiry and report are to determine whether any derelictions of duty or errors of judgment on the part of United States Army or Navy personnel contributed to such successes as were achieved by the enemy on the occasion mentioned, and, if so, what these derelictions or errors were, and who were responsible therefor."

The Congress speedily supplemented the Executive order by granting the commission power to summon witnesses and to administer them under oath.

...e of Investigation Told

The commission held three meetings in Washington, Dec. 18, 19 and 20, and on the latter proceeded to Honolulu, Territory of Hawaii, where the commission arrived Dec. 22 and held meetings Dec. 22, 23, 24 and 26 at the headquarters of the Hawaiian Department, Fort Shafter, and Dec. 27, 28, 29, 30 and 31, 1941, and Jan. 2 and 3, 1942, at the submarine base, Pearl Harbor, and Jan. 5, 6, 7, 8 and 9 at the Royal Hawaiian Hotel, Honolulu. Jan. 10 the commission left Honolulu for Washington, D. C., held meetings Jan. 12, 13 and 14, and met at Washington Jan. 16, and held further meetings January 16, 17, 18, 19, 20, 21, 22 and 23.

The commission examined 127 witnesses and received a number of documents. All members of the military and naval establishments, and civil officers and citizens who were thought to have knowledge of facts pertinent to the inquiry were summoned and examined under oath. All persons in the Island of Oahu, who believed they had knowledge of such facts, were publicly requested to appear, and every member responded to the invitation, and gave evidence. Various rumors and hearsay statements have been communicated to the commission. The commission has sought to find and examine witnesses who might be expected to have knowledge respecting them. We believe that our findings of fact sufficiently dispose of most of them.

...rges Termed Uncontradictable

The evidence touches subjects which in the national interest should remain secret. We have, therefore, refrained from quotation of testimony. Our findings, however, have been made with the purpose fully and accurately to reflect the testimony, which as respects matters of fact is substantially uncontradicted.

LT. GEN. WALTER C. SHORT.

ADM. HUSBAND E. KIMMEL.

that this might throw some light upon the matters submitted for our consideration. Again, the commission heard much testimony as to the population of Hawaii, its composition, and the attitude and disposition of the persons composing it, in the belief that the facts disclosed might aid in appraising the results of investigative, counter-espionage, and anti-sabotage work done antecedent to the attack of December 7, 1941.

Visited Naval and Air Bases

The commission visited the naval base at Pearl Harbor and air fields of the military and naval establishments, as well as the army posts and certain of the coast fortifications on the Island of Oahu.

The minutes of each meeting of the commission are of record. The statements of witnesses received in the meetings previous to that of Dec. 22 have been recorded in summaries. All testimony received at the meeting of Dec. 22 and the subsequent meetings was stenographically reported and transcribed.

The oral evidence received amounts to 1,887 typewritten pages, and the records and documents examined exceed 3,000 printed pages in number.

Appended hereto is a map of the Island of Oahu showing the location of the principal naval and military establishments.

All the testimony and evidence received have been considered, and as the result of its deliberations the commission submits the following.

FINDINGS OF FACT.

I.

About 7:55 a. m. Honolulu time (1:25 p. m. E. S. T.) this breach of international faith and honor were put in train and the forces for its consummation had been dispatched weeks prior to any intimation of the planned severance of relations.

II.

The territory of Hawaii comprises the group of islands known as "The Hawaiian Islands." This group consists of the larger islands—Hawaii, Maui, Molokai, Oahu and Kauai—and a number of smaller islands. They extend from Hawaii in the south some 300 miles in a northwesterly direction, including Kauai in the north. For purposes of certain developments and protection, the islands of Midway, Wake, Johnston, Palmyra, Christmas and Canton has been placed under the responsible naval and military heads in the Hawaiian area.

The importance of the territory of Hawaii from a national defense standpoint is the fact that Pearl Harbor, the main outlying naval base in the Pacific, is located in the Island of Oahu, one of the Hawaiian group. For this reason all measures for the protection and defense of the territory have centered in and around Oahu, the other islands being garrisoned by minor forces only. A main outlying naval base, such as Pearl Harbor, is intended for the use of the fleet for taking on fuel and supplies, for recreation and rest of the fleet personnel, and for the repair and refitting of ships.

III.

It has been well known that the policy of the United States as to affairs in the Pacific was in conflict with the policies of other governments. It was realized by the State, War and Navy departments of the United States that unless these policies were reconciled war in the Pacific was inevitable.

IV.

Commanders To Blame, Say Inquiry Board

Capital Warnings Ignored By Kimmel and Short

By Thomas F. Reynolds.
Washington Bureau of The Chicago Sun

Washington, Jan. 24.—In a devastating indictment of American unpreparedness in the face of repeated warnings, President Roosevelt's special board of inquiry placed the responsibility tonight for the disaster at Pearl Harbor and Hickam Island on two Army and Navy chiefs—Lt. Gen. Walter C. Short and Adm. Husband E. Kimmel.

The board, headed by Associate Justice Owen D. Roberts of the U. S. Supreme Court, charged these two top officers with dereliction of duty.

Short was commanding general of the Army's Hawaiian Department and Kimmel was commander-in-chief of the Pacific Fleet and commander-in-chief of the United States Fleet. Both already have been relieved from duty.

Dozen Warnings Ignored

The report disclosed that despite a dozen warnings penetrated over almost a year, American fighting forces in Hawaii were hopelessly unprepared when Japan launched a surprise attack on Dec. 7.

When from 150 to 200 fighting, bombing and torpedo planes of Japan roared over Oahu at 7:55 a. m., Dec. 7, the board said, they found American forces almost wholly unprepared because responsible commanders and their subordinates in Hawaii "without exception" had stubbornly and unreasonably maintained the conviction that "Japan had no intention of making any such raid."

Revealing startling lack of co-ordination in defense measures on the islands, Roberts and his associates on the board also issued a grim warning against a defense system that permits officers in the field to ignore command headquarters and fail to unify air, ground and sea might in a mechanism for war.

An editorial on the Pearl Harbor report appears on Page 14.

Justice Roberts placed the carefully documented findings of his board in Mr. Roosevelt's hands during a two-hour conference. Although the report clearly indicated punitive action against those responsible for the Pearl Harbor disaster, the White House said Mr. Roosevelt would place it "under wraps" where it will "remain for most of next week."

Based on hearings held in the Hawaiian Islands from Dec. 22 to Jan. 10, the report ranged carefully gathered evidence to show that the Army and Navy High Commands in Hawaii had not the slightest realization of the islands' peril until Japanese bombers actually unleashed their attack.

"Without exception," the report charged, the commanders and their subordinates ignored warnings that started as early as January, 1941, and placed only minor defense precautions into effect.

The high command at Hawaii maintained this blind attitude, Roberts' report charged, although "the warnings indicated war, and war only."

y of Hawaii, where the commission arrived Dec. 2 f meetings Dec. 22, 23, 24 and 26 at the headquarters Hawaiian Department, Fort Shafter, and Dec. 27, nd 31, 1941, and Jan. 2 and 3, 1942, at the submarine earl Harbor, and Jan. 5, 6, 7, 8 and 9 at the Royal an Hotel, Honolulu. Jan. 10 the commission left Hono- Washington, D. C., held meetings Jan. 12, 13 and 14; at Washington Jan. 15, and held further meetings 16, 17, 18, 19, 20, 21, 22 and 23.

e commission examined 127 witnesses and received a umber of documents. All members of the military al establishments, and civil officers and citizens re thought to have knowledge of facts pertinent to iry were summoned and examined under oath. All in the Island of Oahu, who believed they had knowl- such facts, were publicly requested to appear, and er responded to the invitation, and gave evidence. rious rumors and hearsay statements have been com- d to the commission. The commission has sought and examine witnesses who might be expected to nowledge respecting them. We believe that our of fact sufficiently dispose of most of them.

es Termed Uncontradictable

evidence touches subjects which in the national should remain secret. We have, therefore, refrained tation of testimony. Our findings, however, have de with the purpose fully and accurately to reflect mony, which as respects matters of fact is substan- thout contradiction.

s true, as we have found, that due to the enormous on the nation's capacity to produce munitions and plies, there was a deficiency in the provision of for the Hawaiian area. This was but natural, in mstances, and was well known to the government nts and local commanders. We have made no findings on the subject, since as will appear from rt, we find that this deficiency did not affect the fact of failure to take appropriate measures with ns available.

our hearings reference was made to what has long matter of common knowledge, that there are, and n, diverse views of national policy respecting the f the entire United States Pacific fleet at Pearl T. H. We feel that the national policy in this one that has been settled by those responsible for ining and that it is not within our province—that g the facts respecting the attack of Dec. 7, and the ility for the resulting damage to the United States ues any such topic.

f Life and Property Large

rettable loss of life and extensive damage resulted e air raid. The nature of that damage and the f the measures taken to repair it have no direct on the execution of the mandate appointing this ion, and the subject is dealt with in our report only tent that it bears on questions of responsibility for ter.

evidence taken covered a wide scope. The com- intentionally invited such latitude of testimony and in the belief that thereby incidental weight might n upon the main issues involved. As an example, mission heard evidence to show what had been done Harbor and on the Island of Oahu by Naval and commands subsequent to Dec. 7, 1941, in the view

the belief that the facts disclosed might aid in appraising the results of investigative, counter-espionage, and anti-sabotage work done antecedent to the attack of December 7, 1941.

Visited Naval and Air Bases

The commission visited the naval base at Pearl Harbor and air fields of the military and naval establishments, as well as the army posts and certain of the coast fortifications on the Island of Oahu.

The minutes of each meeting of the commission are of record. The statements of witnesses received in the meetings previous to that of Dec. 22 have been recorded in summaries. All testimony received at the meeting of Dec. 22 and the subsequent meetings was stenographically reported and transcribed.

The oral evidence received amounts to 1,887 typewritten pages, and the records and documents examined exceed 3,000 printed pages in number.

Appended hereto is a map of the Island of Oahu showing the location of the principal naval and military establishments.

All the testimony and evidence received have been considered, and as the result of its deliberations the commission submits the following.

FINDINGS OF FACT.

I.

About 7:55 a. m. Honolulu time (1:25 p. m. E. S. T.) on Sunday Dec. 7, 1941, Japanese forces attacked army and navy installations and ships of the Pacific fleet in Oahu, territory of Hawaii.

Attack Planned Weeks Before

Although the United States and Japan were at peace on that morning, Japan planned to announce to the Secretary of State of the United States at 1:00 p. m. of that day, E. S. T. (7:30 a. m. Honolulu time) the severance of diplomatic relations and simultaneously to attack the Island of Oahu and Pearl Harbor. The military preparations for

II.

The territory of Hawaii comprises the group of islands known as "The Hawaiian Islands." This group consists of the larger islands—Hawaii, Maui, Molokai, Oahu and Kauai—and a number of smaller islands. They extend from Hawaii in the south some 300 miles in a northwesterly direction, including Kauai in the north. For purposes of certain developments and protection, the islands of Midway, Wake, Johnston, Palmyra, Christmas and Canton has been placed under the responsible naval and military heads in the Hawaiian area.

The importance of the territory of Hawaii from a national defense standpoint is the fact that Pearl Harbor, the main outlying naval base in the Pacific, is located in the Island of Oahu, one of the Hawaiian group. For this reason all measures for the protection and defense of the territory have centered in and around Oahu, the other islands being garrisoned by minor forces only. A main outlying naval base, such as Pearl Harbor, is intended for the use of the fleet for taking on fuel and supplies, for recreation and rest of the fleet personnel, and for the repair and refitting of ships.

III.

It has been well known that the policy of the United States as to affairs in the Pacific was in conflict with the policies of other governments. It was realized by the State, War and Navy departments of the United States that unless these policies were reconciled war in the Pacific was inevitable.

IV.

Plans and preparations against the contingency of war are the joint responsibility of the military and naval authorities, and within the limits of funds and authorization provided by the Congress were being consciously carried out.

Under these plans the general function of the Army is to conduct military operations in direct defense of United States territory. The general function of the Navy is to conduct naval operations to gain and maintain control of vital sea areas, thereby contributing to the defense of the coastal frontiers.

Specific plans for the protection of the Hawaiian area

See TEXT on Page 8, Column 3.

A Summary of the World at War

Adm. Husband E. Kimmel and Lt. Gen. Walter C. Short are charged with "dereliction of duty" in the Dec. 7 disaster at Pearl Harbor, in the report of Justice Owen Roberts and his associates, made public in Washington yesterday. (Page 1.)

***

U. S. destroyers smashed a Japanese convoy in Makassar Strait, blowing up one vessel, damaging one, leaving two listing badly and several others damaged, the War Department announced yesterday. (Page 3.)

***

But in the Philippines Japanese pressure was mounting, and Gen. MacArthur admitted that the invaders had taken several positions on the west coast of Bataan Peninsula. For the first time, American and Filipino forces were described as "heavy." Gen. MacArthur also announced that the Japanese were repeatedly violating the international convention for the treatment of prisoners. (Page 3.)

***

Australia mobilized her resources for an invasion as 11 Japanese transports under naval escort were sighted off Kaimai, already in Jap hands. Urgent appeals for aid were sent to Washington and London. (Page 3.)

***

To quell the rising tide of criticism of the handling of the Far Eastern war, Prime Minister Churchill was believed to have shrieked to quit Australia, and probably the other dominions, to be represented in the war cabinet. (Page 3.)

Continuing their amazing feats in Burma, American and British pilots shot down 16 more Jap planes yesterday, bringing the 48-hour total to 36. On land the Japs continued to batter toward their ultimate objective, the Burma Road. (Page 3.)

***

A "lost battalion" of Australian troops fought its way back to its lines after being cut off in the Malayan jungle, while a Singapore report indicated a slight lessening in the immediate pressure on the arrowhead-shaped front some 60 miles north of the fortress. (Page 3.)

Continuing to smash at enemy communications lines, Dutch planes poured direct hits on a Jap warship and two transports, sinking one of the troopships, off Balikpapan in Dutch Borneo. (Page 3.)

***

The Russians continued to drive a big wedge in the German winter line between the Moscow and Leningrad fronts, and were advancing rapidly toward Rzhev, Velikie Luki and Staraya Russa. (Page 3.)

In Africa the British met the new German drive near Agedabia and a major battle apparently was developing. (Page 3.)

***

Closer Western Hemisphere solidarity and co-operation appeared to be growing out of the Inter-American conference at Rio de Janeiro. American nations are expected to break off diplomatic relations with the Axis Powers, beginning next Tuesday. (Page 3.)

maintained the conviction that "Japan had no making any such raid."

Revealing startling lack of co-ordination in def ures on the islands, Roberts and his associates on board also issued a grim warning against a defe

An editorial on the Pearl Harbor report Page 14.

that permits officers in the field to ignore comm headquarters and fail to unify air, ground and se in a mechanism for war.

Justice Roberts placed the carefully documen of his board in Mr. Roosevelt's hands during a two ference. Although the report clearly indicated puni against those responsible for the Pearl Harbor di White House said Mr. Roosevelt would place it "und where it will "remain for most of next week."

Based on hearings held in the Hawaiian Isl Dec. 22 to Jan. 10, the report ranged carefully gat dence to show that the Army and Navy High Com Hawaii had not the slightest realization of the islan peril until Japanese bombers actually unleashed the

"Without exception," the report charged, the co and their subordinates ignored warnings that early as January, 1941, and plotted only minor de cautions into effect.

The high command at Hawaii maintained this tude, Roberts' report charged, although "the warn cated war, and war only."

12,000-Word Report Given

Without censorship, President Roosevelt made public. The 12,000-word report revealed the causes tack, in which 2,729 men died and 638 were wounded following outstanding disclosures:

1. The Army failed to carry out its aerial inst which should have been sweeping coastal waters to of 20 miles out.

2. The Navy failed to carry out its aerial distan which should have been sweeping Hawaiian sea appr a distance of 800 miles in all directions.

3. The Army, under Short's orders, had put merely "Alert No. 1"—designed for conditions envisa internal sabotage and uprisings and no threat fro the islands. Under this type of alert, Army aircraft quired to be concentrated to prevent sabotage. Con when the Japs swept over, they found Army airc voluntarily grouped at air stations and providing idea

Submarine Net Left Open

4. Pearl Harbor's submarine net was opened at for the entrance of two mine sweepers on the day of t and was left open. Japanese submarines swept in thr open net.

5. Army personnel manning Hawaii's aircraft detectors, under existing orders, closed down the a 7 a. m. on the morning of the attack. An ambitio Navy "non-com," trying to master the system, rem duty by special permission and detected the Japane approaching when they were still 130 miles away. He the presence of planes to an "inexperienced" Army li on duty at a central information center who "assur planes were friendly and no alarm was flashed.

6. Prior to Dec. 7, Kimmel "assumed" that t was operating the aircraft warning system "but mad

See COMMANDERS on Page 8.

DEFENDANT'S EXHIBIT No. 33

CENTS
PAY NO MORE!

Chicago Daily Tribune

THE WORLD'S GREATEST NEWSPAPER

FINAL

ME. CI.—NO. 26 C | FRIDAY, JANUARY 30, 1942.—34 PAGES | PRICE TWO CENTS

OW U-BOAT SANK BATTLESHIP

hicago Tax Rate to Set New Record

INDICATED 941; TOTAL UP MILLION

Boosted for 3d essive Year.

AURENCE BURD

property owners will get bill for 1941 of $191,0[illegible] of more than 1 million 1940 and the highest ax total since 1931. This in a preliminary compu- d on property valuations yesterday by county offi-

eased tax bill results from levies for 1941 by the rd and the sanitary dis- h more than offset slight in taxes levied for the district, county, and forest strict.

st of a million dollars in ained with a drop of 60 llars in the city's total luation for 1941, will bring e in the Chicago tax rate ne high.

Out by April 1.

ago taxpayers, who will

Japs 18 Miles Away; Curfew for Singapore

(Map on page 8.)

SINGAPORE, Jan. 30 (Friday). (P) —The British admitted a Japanese penetration to within 18 miles of the strait of Johore today in a communique announcing contact with the enemy about Kulai. Military authorities established a 9 o'clock curfew for Singapore.

(A Domei report from Malaya broadcast from Tokio also said Japanese troops had reached Kulai and were driving down a wide highway paralleling the railroad to Johore Bahru, across the Strait of Johore from the island.)

Report Heavy Fighting.

British headquarters said laconically in a communique:

"In the center there is contact with the enemy about Kulai and heavy fighting took place yesterday in the Sedenak area." Sedenak is eight miles above Kulai.

(The Japanese-claimed Sedenak fell last night and their troops immediately swept down on Kulai.)

In the thundering drive down the Malayan peninsula, the Japanese air force became increasingly active both against British forward positions and communications and against Singapore.

Bomb Singapore Again.

During air raids on Singapore island this morning headquarters said defense fighters destroyed one enemy fighter and severely damaged several others.

While the Japanese land forces

THE MAN AND THE HOUR MEET

SEES BARHAM GO TO BOTTOM IN 5 MINUTES

Hit by 4 Torpedoes, Says Witness.

(Larry Allen, war correspondent who has been attached to the British Mediterranean fleet, witnessed the sinking of the battleship Barham on Nov. 23. He wrote the story for transmission to the United States when the censor would permit. The British admiralty withheld announcement of the sinking until last Tuesday and yesterday released Allen's dispatch. Allen arrived in the United States yesterday to recover from injuries received when the British cruiser Galatea was sunk under him after the Barham was destroyed. Here is his long delayed dispatch.)

BY LARRY ALLEN.

(Picture on page 6.)

ABOARD THE BRITISH MEDITERRANEAN FLAGSHIP QUEEN ELIZABETH, Nov. 28, 1941 (Delayed by Censor) (P).—The British battleship Barham, struck by four torpedoes from an enemy submarine, exploded and sank within five minutes today off the Libyan coast.

I saw the Barham go down in a huge cloud of flame and smoke in one of the most spectacular scenes of the war.

DIGEST OF NEWS FROM WORLD'S BATTLE FRONTS

Latest developments on world's fighting fronts:

Japanese invasion forces were 18 miles from Singapore on the central Malayan front today, the British headquarters disclosed. Heavy fighting was being waged at Kulai. On Singapore island itself a stringent curfew was imposed as the tide of battle rolled nearer.

Sinking of the 20th enemy submarine by American armed forces was reported by the navy department at Washington, D. C. "Sighted sub; sank same," a petty officer pilot was quoted as reporting. Scene of the sinking and probable nationality of the submarine were not given, but a communique said "countermeasures" against submarines were in progress off the Atlantic coast as far south as Florida.

President Manuel Quezon of the Philippine commonwealth pledged continued Filipino resistance to Japanese invaders as Gen. Douglas MacArthur's artillery broke up "headlong enemy infantry assaults" against both flanks of the Luzon Island defense line, according to a war department communique.

Fear Thrust at Java

HEAD OFF HOUS PROBE OF PEAR HARBOR ATTAC

Pressure of Whi House Prevails.

BY WILLIAM STRAND.

(Chicago Tribune Press Service.)

Washington, D. C., Jan. 29.—Des new and persistent reports that army and n were forewar of the Japan attack in ple of time to h prepared a de tating recept the house na affairs commit today renoun plans for a p lic inquiry i the Pearl Har disaster. The vote, at a secret s sion, was 14 to 6 against the inve gation.

Chairman Vinson.

There have been many previous ports that the responsible cabi officers, Secretary of Navy Fra Knox and Secretary of War Henry Stimson, had ample knowledge of Japanese intentions. Remarks Secretary of State Cordell Hull a recent press conference were int preted as an intimation that the st department had acquainted Knox a Stimson with the seriousness of Pacific situation as reflected

IUIAL

ILLION

d for 3d

Year.

(BURD
...ners will get
...of $191,6.2,000;
...than 1 million
...4 the highest
...ce 1931. This
...minary compu-
...erty valuations
...by county offi-

...ll results from
...r 1941 by the
...e sanitary dis-
...an effort slight
...levied for the
...ntz, and forest

...ion dollars in
...a drop of 60
...he city's total
...1941, will bring
...hirage tax rate

...April 1.
...ners, who will
...e by April 1, a
...100 of assessed
...Assessed val
...full values.
...ed consecutive
...has been boost-
...in a row that
...increased. The
...ightly from the
...ult of possible
...ments or abate-
...by the govern-
...s rate is to be
...days by Coun-
...lyn.
...valuations, in
...for all three
...eal estate, per-
...$1,303,631,270,
...cents show. This
...millions, or 3.3
...40 valuation.
...rcuits Ctpl.
...as within Chi-
...ed for entirety
...personal prop-
...his will shift a
...burden to home
...3 estate holders
...cent of the Chi-
...year, compared
...the preceding
...personal prop-
...to 23.3 per cent
...estimated 1941
...age for each of
...ernments com-
...amounts billed

...1940
...$ 17,609,...
...63,827,130
...77,340,960
...13,168,980
...11,113,980
...1,880,970

...rates per $100

IRAQ for Singapore

(Map on page 6.)

SINGAPORE, Jan. 30 (Friday) (AP)—The British admitted a Japanese penetration to within 18 miles of the strait of Johore today in a communique announcing contact with the enemy about Kulai. Military authorities established a 9 o'clock curfew for Singapore.

[A Reuters report from Malaya's headquarters in Johore also said Japanese troops had reached Kulai and were driving down a wide highway paralleling the railroad to Johore Bahru, across the Strait of Johore from the island.]

Report Heavy Fighting.

British headquarters said laconically in a communique:

"In the center there is contact with the enemy about Kulai and heavy fighting took place yesterday in the Sedenak area." Sedenak is eight miles above Kulai.

[The Japanese cleared Sedenak fell last night and their troops immediately swept down on Kulai.]

In the thundering drive down the Malayan peninsula, the Japanese air force became increasingly active both against British forward positions and communications and against Singapore.

Bomb Singapore Again.

During air raids on Singapore island this morning headquarters said, defense fighters destroyed one enemy fighter and severely damaged several others.

While the Japanese land forces forged ahead in the central part of the Malayan peninsula, headquarters said there was no change in the eastern sector of the front, where the invaders last had been reported 40 miles from the strait of Johore.

On the western flank it was reported that 1,000 British troops who had been cut off in the Batu Pahat area, 60 miles above Singapore, now had rejoined the main defense bodies. It was stated some fighting had taken place in the Pontian Besar area. Pontian Besar is approximately 35 miles from Singapore.

Clamp Curfew on Island.

With the Japanese driving steadily closer, the British clamped a strict curfew on Singapore island.

Lieut. Gen. A. E. Percival, general officer commanding in Malaya and administrator of martial law in Singapore, imposed the curfew, effective at 9 p. m. tonight, as the latest precautionary step by which the island was preparing for any eventuality.

The curfew order forbids all persons except those on active military duty or otherwise authorized to leave their houses or use the streets between 9 p. m. and 5 a. m. except during air raid alarms.

U. S. Flyers Score in Burma.

RANGOON, Burma, Jan. 29 (AP)—The unbeaten American volunteer squadron and RAF colleagues shot 13 and possibly 17 more Japanese planes out of a mass enemy fighter group today, boosting to at least 111 planes their score of raiders destroyed since the start of the war.

After the fight was over, some Japanese wrecks were found as far as 18 miles from Rangoon, one having almost struck a white stone Pagoda. Not an allied plane was lost.

The squadron leader, Jack, of Scarsdale, N. Y., added another victory to his string as did yellow haired Noel from Vandalia, Ia., and Frank of Pen-

NEWS SUMMARY of The Tribune

[And Illustrated Rotogravure Section]

Friday, January 30, 1942.

WAR SITUATION.

For summary of action on all war fronts see column 1, this page.

FOREIGN.

Eyewitness story of British battleship sinking. Page 1.

Churchill says U. S. wants ALL to fight soon. Page 4.

WASHINGTON.

Administration blocks Pearl Harbor investigation. Page 1.

Navy announces sinking of axis submarine. Page 1.

Four billions more asked by navy for air force. Page 8.

Reveal unification of army, navy, air commands is under way. Page 1.

Elections committee asks senate to dump Langer's case. Page 15.

President's next fireside chat tentatively set for Feb. 23. Page 15.

LOCAL.

Chicago's tax rate of $8.87 for 1941 will be all time high. Page 1.

State officers map program to halt training school escapes. Page 2.

Murray Humphreys begs for compromise of income tax debt. Page 2.

Northwestern engages in eight major war activities. Page 9.

Council may build code to fend

'Sighted Sub, Sank Same,' Pilot Reports; 20th for U. S.

Washington, D. C., Jan. 29 (AP).—The navy announced definitely today that an axis submarine had been sunk but did not say whether it was German, Italian, or Japanese, nor did it give the location.

This brought to 20 the number of submarines which have been announced sunk or damaged by American forces in the Atlantic and Pacific.

Fourteen Sunk in Atlantic.

While all detail was lacking, there was speculation that the submarine was one of those preying on coastal shipping along the Atlantic seaboard since it is only in that area that enemy subs have been reported active in recent days.

Previously, five Japanese submarines had been reported sunk by American armed forces in the Pacific and 14 had been reported destroyed in the Atlantic.

The information of today's sinking was given out by a navy spokesman simultaneously with the issuance of a communique saying that countermeasures against enemy submarines in progress off the Atlantic coast as far south as [illegible] increasingly ef-

Sub at Los Angeles

(Map on page 3.)

Los Angeles, Cal., Jan. 29 (AP).—An enemy submarine was sighted today a short distance off Point Vicente, overlooking Los Angeles harbor. Navy craft went into action, dropping depth charges. Hundreds of persons along the coastline heard the explosions and many reported they heard gunfire. An official navy statement said: "At 1 p. m. an army plane on routine patrol sighted a presumable hostile submarine off Point Vicente. The submarine submerged at once. Two depth charges were dropped by navy planes."

although the submarines apparently had intended to shell the islands.

The report of the sinking of a submarine came to the navy department from a petty officer piloting a war plane who was otherwise unidentified. His message as given out by the spokesman gave no details. Fervently it said "Sighted sub, sank same."

Hit by 4 Torpedoes, Says Witness.

(Larry Allen, our correspondent who has been attached to the British Mediterranean fleet, witnessed the sinking of the battleship Barham on Nov. 25. He wrote the story for transmission to the United States when the censor would permit. The British admiralty withheld announcement of the sinking until last Tuesday and yesterday released Allen's dispatch. Allen arrived in the United States yesterday to remove from injuries received when the British cruiser Calcutta was sunk under him after the Barham was destroyed. Here is his long delayed dispatch.)

BY LARRY ALLEN.

(Picture on page 6.)

ABOARD THE BRITISH MEDITERRANEAN FLAGSHIP QUEEN ELIZABETH, Nov. 25, 1941 (Delayed by Censor) (AP).—The British battleship Barham, struck by four torpedoes from an enemy submarine, capsized and sank within five minutes today off the Libyan coast.

I saw the Barham go down in a huge cloud of flame and smoke in one of the most spectacular scenes of the war.

The blast was so great that it was believed the attacking submarine may well have been destroyed by explosion.

The fleet was making a wide westward sweep in search of axis convoys when a single submarine made a daring daylight penetration of the line of destroyers screening the battleships.

Fires at One; Hits Another.

At a range of 700 yards the submarine fired its salvos, apparently at the Queen Elizabeth.

Just at that moment, this battleship made a quick zig-zag, and the torpedoes sped on to strike the Barham, which was following closely in battle formation.

In the commander's cabin on the Queen Elizabeth I heard the successive clanging crash of the torpedoes and raced to the upper deck.

The Barham, a 31,500 ton giant, already was listing heavily to port. Its executive officers ordered "Abandon ship."

As I watched, she wobbled over more heavily, like some punchdrunk prizefighter.

Sailors Leap to Water.

From quarterdeck to forecastle, all along her starboard side, hundreds of men began leaping into the calm blue water that contrasted with the ruddy rays of the setting sun.

As the bodies struck the sea, they forced up little fountains which shone like diamonds.

Soon I could see hundreds of heads bobbing above the surface. Some sailors managed to throw rubber floats down from the ship upon which clambered dozens of men soon after they hit the water.

That all happened between 4:25 and 4:30 p. m.

As the battleship Valiant veered away from the Barham, this flagship (Queen Elizabeth) continued moving

central Malayan front today, the British headquarters disclosed. Heavy fighting was being waged at Kulai. On Singapore island itself a stringent curfew was imposed as the tide of battle rolled nearer.

Sinking of the 30th enemy submarine by American armed forces was reported by the navy department at Washington, D. C. "Sighted sub; sank same," a petty officer pilot was quoted as reporting. Scene of the sinking and probable nationality of the submarine were not given, but a communique said "countermeasures" against submarines were in progress off the Atlantic coast as far south as Florida.

President Manuel Quezon of the Philippine commonwealth pledged continued Filipino resistance to Japanese invaders as Gen. Douglas MacArthur's artillery broke up "headlong enemy infantry assaults" against both flanks of the Luzon Island defense line, according to a war department communique.

Fear Thrust at Java.

Fear that Japan will gamble for a foothold on Java itself with the [illegible] vessels remaining in its oft-attacked invasion armada in Macassar strait was expressed in dispatches from Batavia, Dutch East Indies capital on that island. Headquarters of the united nations for the southwest Pacific are located on Java. The Dutch acknowledged that Japanese from Sarawak made a new landing at Pemangkat on the western coast of Borneo, 525 miles from Java.

U. S. Flyers Boost Score.

American flyers continued to mop up Japanese attackers in Burma, according to Rangoon dispatches. With three RAF colleagues, they reported bagging 13 to 17 more planes in repulsing a mass attack on Rangoon.

In Russia, the Reds claimed to have made a 93 mile drive in the southern industrial area, recapturing Lozovaya, midway between the Donetz and Dnieper rivers. This, Moscow said, threatens the entire German winter line down to the Sea of Azov.

British reports from Cairo said counterattacking axis troops in Libya apparently had "hemmed in" Bengasi, capital of Cirenaica. Both Berlin and Rome claimed Gen. Erwin Rommel's troops had captured the city.

(Stories on pages 1, 3, 6, and 8.)

Pressure of White House Prevails.

BY WILLIAM STRAND.

(Chicago Tribune Press Service.)

Washington, D. C., Jan. 29.—Despite new and persistent reports that the army and navy were forewarned of the Japanese attack in plenty of time to have prepared a devastating reception, the house naval affairs committee today announced plans for a public inquiry into the Pearl Harbor disaster. The vote, at a secret session, was 14 to 6 against the investigation.

Chairman Vinson.

There have been many previous reports that the responsible cabinet officers, Secretary of Navy Frank Knox and Secretary of War Henry L. Stimson, had ample knowledge of the Japanese intentions. Remarks by Secretary of State Cordell Hull at a recent press conference were interpreted as an intimation that the state department had acquainted Knox and Stimson with the seriousness of the Pacific situation as reflected in "peace" negotiations then in progress.

Warned by FBI Agents.

Furthermore, it was reliably reported in official circles that the Federal Bureau of Investigation warned both the army and navy on Dec. 5 that significant information regarding United States fleet dispositions had been telephoned from Honolulu to Tokio. The intercepted telephone conversation was interpreted by the FBI as indicating the possibility of a Japanese attack on the islands, it was said.

Although most of the conversation, lasting 20 minutes, seemed casual enough, according to these reports, the number of American warships and their disposition in Hawaiian waters was mentioned specifically by the caller on the island. It was assumed that the rest of the conversation was carried on in code, giving further details. The war and navy departments and the FBI had no comment on these reports today.

How So White House Wishes.

Reports of the secret session of the house naval affairs committee indicated a knuckling to administration pressure.

Minority members seeking to force a full dress public investigation to supplement the Roberts board report were overwhelmed by the White House stalwarts, it was learned, following the reading of a letter from the navy department stating that it saw no reason for reopening the matter at this time.

Rep. Carl Vinson (D., Ga.), committee chairman, who read the letter to his colleagues, refused to make it public or to disclose who had signed it, although he indicated it was not written by Secretary Knox.

Knox and Stimson Under Fire.

Knox and Stimson have been criticized widely as the official funda-

...ed Democratic Gib...
...his drop was within Chi...
...as announced for entirely ...
...ion in the personal prop...
...ssessed. This will shift t...
...of the tax burden to home ...
...other real estate holders ...
...ent 70 per cent of the Chi...
...ax bill this year, compared ...
...per cent in the preceding ...
...share of personal prop...
...is reduced to 25.5 per cent. ...
...ave the assessed valu...
...in Chicago for each of ...
...county governments, exclu...
...the actual amounts billed ...

1941	1940
$ 10,000,000	$ 7,000,000
9,000,000	8,000,000
7,000,000	6,000,000
5,000,000	4,000,000
4,000,000	3,000,000
3,000,000	2,000,000
2,000,000	1,000,000

...ssed 1941 rates per $100 ...
...value for each governm...
...pared with the 1940 rates ...

1941	1940
$ 7.00	$ 6.00
6.00	5.00
5.00	4.00
4.00	3.00
3.00	2.00
2.00	1.00
1.00	.50
.50	.25

...ctions High and ...
...ere was the 1941 change in ...
...ge in 1940.

...ty governments in the Chi...
...ere the assessed valuation ...
...ed, and the tax rate ...
...ed, with the amount ...
...ed for each $100 of assessed ...
...ed:

	Assessed Valuation	Tax Rate
	1941 1940	1941 1940
Cook county	$ 1,000,000,000 $ 1,000,000,000	$ 1.00 $ 1.00
Chicago	1,000,000,000 1,000,000,000	1.00 1.00
Chicago Park District	1,000,000,000 1,000,000,000	1.00 1.00
Chicago Sanitary District	1,000,000,000 1,000,000,000	1.00 1.00
Chicago Board of Education	1,000,000,000 1,000,000,000	1.00 1.00
Chicago City Junior College	1,000,000,000 1,000,000,000	1.00 1.00
Chicago Public Library	1,000,000,000 1,000,000,000	1.00 1.00
Chicago Municipal Pier	1,000,000,000 1,000,000,000	1.00 1.00

...ed 1941 rates per $100 ...
...value for each governm...
...pared with the 1940 rates ...

1941	1940
$ 7.00	$ 6.00
6.00	5.00
5.00	4.00
4.00	3.00
3.00	2.00
2.00	1.00
1.00	.50
.50	.25

...ctions High and ...
...ere was the 1941 change in ...
...ge in 1940.

...ty governments in the Chi...
...ere the assessed valuation ...
...ed, and the tax rate ...
...ed, with the amount ...
...ed for each $100 of assessed ...
...ed:

	Assessed Valuation	Tax Rate
	1941 1940	1941 1940
Cook county	$ 1,000,000,000 $ 1,000,000,000	$ 1.00 $ 1.00
Chicago	1,000,000,000 1,000,000,000	1.00 1.00
Chicago Park District	1,000,000,000 1,000,000,000	1.00 1.00
Chicago Sanitary District	1,000,000,000 1,000,000,000	1.00 1.00
Chicago Board of Education	1,000,000,000 1,000,000,000	1.00 1.00
Chicago City Junior College	1,000,000,000 1,000,000,000	1.00 1.00
Chicago Public Library	1,000,000,000 1,000,000,000	1.00 1.00
Chicago Municipal Pier	1,000,000,000 1,000,000,000	1.00 1.00

...gave, imposed the curfew, effective at 9 p. m. tonight, as the latest protective measure step by which the island was preparing for any eventuality.

The curfew order includes all persons except those on active military duty or otherwise authorized to travel those hours or use the streets between 9 p. m. and 5 a. m. except during air raid alarms.

U. S. Flyers Save to Burma.

RANGOON, Burma, Jan. 29 (AP).—The unknown American volunteer squadron and RAF Hurricanes shot 13 and possibly 17 more Japanese planes out of a main enemy fighter sweep today, boosting to at least 111 the three days of fighting during the start of the war.

After the fight was over, some Japanese aircraft were found as far as 30 miles from Rangoon, one having almost struck a white stone Pagoda. Only one enemy plane was lost.

The squadron leader, Jack, of Scarsdale, N. Y., added another victory to his string, an AVG yellow haired Nazi from Vandalia, Ia., and Frank of Pocatello, Ida.

The two day score for the defenders was 29 planes known to have been shot down, nine probables, and nine damaged.

THE WEATHER

FRIDAY JANUARY 30 1942.

...

...

...

[fol. 3065] PLAINTIFF'S EXHIBIT No. 1

Agreement between New York Tribune, Inc., hereinafter sometimes called the Syndicate, and Marshall Field, who is organizing and about to publish a Daily Newspaper in Chicago, Illinois.

1. During the period of two (2) years beginning November 15, 1941, and, except as hereinafter provided, continuing to and including November 14, 1943, the Syndicate shall furnish said Marshall Field, in ample time prior to release dates, at the following rate and upon the following terms and conditions, the Syndicate's Blanket Service and Syndicate Features, which at the date hereof consist of those listed in the annexed schedule marked "Schedule A."

2. This service also entitles Marshall Field to first option in his territory upon any new Features which the Syndicate may develop or acquire. If such Features are of usual run or customary substitutions, they will be included hereunder without additional charge; but if they are of unusual merit or of exceptional and unusual cost, the Syndicate shall be entitled to ask a fair price therefor, taking into consideration the significance of the City of Chicago, in addition to the rate stated herein, in which event said Marshall Field shall have the option to accept or reject such Features of unusual merit or of exceptional and unusual cost.

3. Current News Reports (including current Foreign Cables) and such Special Articles and Features included in the Syndicate's Blanket Service as may be specified by said Marshall Field from time to time will be transmitted promptly to him from New York City by telegraph, and said Marshall Field will reimburse the Syndicate for the out of pocket expense incurred for such transmission. All other material included in the Syndicate's Blanket Service will be mailed to said Marshall Field at Chicago, in proof or matrix form, and he will reimburse the Syndicate for the expense of postage.

4. Marshall Field shall pay the syndicate for the two years of said term commencing on November 15, 1941, weekly at the rate of $600.00 per week, plus postage and the expense of telegraphic transmission of News Reports and Special Features as provided in Paragraph 3 hereof. How-

[fol. 3065] ever, Marshall Field shall have the option at any time within the term of this contract to extend this contract for an additional five year period at the weekly rate of $500 per week plus postage and the expense of telegraphic transmission of News Reports and Special Features as provided in paragraph 3 hereof. This weekly rate of $500 shall begin when the extension is signed. However, if at any time during the term of the agreement, by reason of any emergency proclaimed by any Governmental authority, of war conditions, of abridgement of transportation facilities or of priorities decreed, the Syndicate would, in its sole judgment, incur, in order to perform this Agreement, additional expenditures, or by reason of inflation or otherwise, the Syndicate is of the opinion that the buying power of the dollar has been materially decreased, then from time to time the Syndicate shall, upon sixty days' notice in writing to said Marshall Field, have the right to request an increase in the price of said service. Whether or not this increase is granted shall be determined by an arbitration committee of three members, one member named by the said Marshall Field, one member named by the Syndicate, and one member named by both of the contracting parties.

5. Except as otherwise herein provided, so long as the Syndicate's Blanket Service shall remain substantially the same as the above described give and take, the said weekly rate shall remain unchanged; if, however, there should be material deterioration in such Service as the result of substitutions or otherwise, appropriate adjustments shall be made in the weekly rate.

6. This service is for the exclusive use of said Marshall Field in the City of Chicago. Said Marshall Field shall not publish or cause or allow publication of any Feature in advance of release date set by the Syndicate. He shall not use or cause or allow the use of any Feature except for one publication in the newspaper which he is about to publish and shall not sell or otherwise dispose of any Feature furnished, without written consent of the Syndicate. Said Marshall Field, however, shall have the right to assign this Agreement to any individual, corporation or partnership who or which may become the publisher of said newspaper, provided, however, that in no circumstances shall any such assignment release the said Marshall Field from his per-

[fol. 3067] sonal liability hereunder. The termination of this Agreement shall end all rights of said Marshall Field to the use of matter furnished hereunder.

7. Marshall Field shall have the right to query and receive information from the syndicate on news stories of special interest to Chicago from whatever points the New York Tribune, Inc., maintains news facilities. This special coverage cannot be construed as an assignment service but is intended by the said Marshall Field to provide protective coverage through the syndicate on important stories of extraordinary Chicago interest.

8. Nothing herein contained shall obligate the Syndicate to furnish matter which because of copyright by others or for any other reason it has no right to sell; and the obligations of the Syndicate hereunder are subject to rules now or hereafter in force of The Associated Press.

9. Marshall Field in his newspaper shall print in connection with the copyrighted and/or trade-marked matter a copyright notice and/or notice of trade mark registration, as the case may be, in form required by law by giving the name of the copyright and/or trade mark proprietor.

10. This Agreement, when properly executed, shall bind the parties hereto and their respective executors, administrators, successors and assigns.

11. This Agreement shall not be binding until accepted hereon in writing by the President or Vice President of the Syndicate in New York City. The foregoing provisions hereof constitute the whole Agreement and no oral modifications or additions shall be binding.

Dated: New York City, October 15, 1941.

New York Tribune, Inc. By Howard Davis, Vice President; Silliman Evans (L. S.), Agent for Marshall Field; —— —— Editor.

[fol. 3068] New York Herald Tribune Syndicate Features

Comics

Sunday (S–Standard Page) (H–Half Page)

Mr. and Mrs., by Arthur Folwell	S–H
The Timid Soul, by H. T. Webster	S–H
Betty, by C. A. Voight	H

Sunday (S–Standard Page) (H–Half Page)

Pa's Son-in-Law, by Wellington ..... S
Peter Rabbit, by Harrison Cady ..... S
Clarence, by Frank Fogarty and Weare Holbrook ..... S
Skeets, by Dow Walling ..... S
Our Bill, by Harry Haenigsen ..... H
Peter Piltdown, by Mal Eaton ..... H

Weekday

H. T. Webster
Mr. and Mrs.

Commentators

Walter Lippmann—3 articles wk.
* Mark Sullivan—4 articles weekly.
Major G. F. Eliot—2 articles wkly.

Daily and Weekly Features

Daily

Daily Cartoon Service.
"Ding", greatest of news cartoonists.
Cartoons, by Ted Brown.
Dinner Menus.
Books, Lewis Gannett's reviews.
Sport Column, Richards Vidmer.
Bridge, Florence Osborn.
Fashions, Katherine Vincent.
Children, Burgess' Nature Stories.
* *News*, Full News Service.

Once-A-Week

Theatres, Weekly Letter.
* *"This New York"*, Lucius Beebe.
Society, Howard White.
Homemaking, Complete Home Institute service, including recipes and appliance news.

---

* Note: Wire Service, Mark Sullivan and Walter Lippmann, now cancelled by the Syndicate effective January 11th, 1942, to be included if released by the Journal of Commerce at an earlier date.

Lucius Beebe Column, now under cancellation by Chicago American effective March 22nd, 1942, to be included if released at an earlier date.

Books, 6 tabloid pages, reviews and articles.
Gardens, Putz' "Garden Notebook".
Men's Fashion, ill. article.
Science, feature article.
Stamps, news of stamp world.
Puzzles, Crossword and Cryptograms.
House Clinic, Ducas and Gordon, illustrated articles.
Beauty, Sara Sutton.
Fashions, Katherine Vincent.
State of Business, Harvey Runner.
Business Index.

[fol. 3069] Chicago, Illinois, November 22, 1941.

New York Tribune Inc., 230 West 41st Street, New York, New York.

GENTLEMEN:

The Agreement which you executed with me under date of October 15, 1941, provides that you shall forward to me your Syndicate's Blanket Service and Syndicate Features during the period of two years beginning November 15, 1941, and continuing to and including November 14, 1943.

I am not yet prepared to publish the Daily newspaper for which this Service was purchased from you and accordingly request that the first paragraph of that Agreement be changed to read as follows—

> "1. During the period of two years beginning on January 1, 1942, unless an earlier date is set by Marshall Field by giving ten days' written notice to New York Tribune Inc. fixing such earlier date and, except as hereinafter provided, and continuing to and including December 31, 1943, or two years from the earlier date so set by Marshall Field, the Syndicate shall furnish said Marshall Field, in ample time prior to release dates, at the following rate and upon the following terms and conditions, the Syndicate's Blanket Service and Syndicate Features, which at the date hereof consist of those listed in the annexed schedule marked 'Schedule A'."

I understand that as of November 15 the Lucius Beebe column has been released at my request by the Chicago Herald-American and I agree to pay you from that date to

the date when our amended agreement begins the amount which would have been received by you for the Beebe column for that period from the Chicago Herald-American.

The News Service and Lippmann and Sullivan features may be released by the Chicago Journal of Commerce before the beginning of our amended agreement. In that event, I agree to pay you from the date of such releases to the date of the beginning of our amended agreement the amount which you would have received for the News Service and Lippmann and Sullivan features from the Chicago Journal of Commerce during said period.

Yours very truly, Silliman Evans, Agent for Marshall Field.

[fol. 3070] Copy

In the Pre-Publication Office of the New Chicago Morning Newspaper, Suite 1260 Field Building, 135 S. La Salle Street, Chicago, Illinois.

Andover 5656.

Marshall Field and Silliman Evans

October 20, 1941.

Air Mail Special Delivery

Mr. Harry Staton, General Manager, New York Herald Tribune Syndicate, 230 West 41st Street, New York City, New York.

Dear Mr. Staton:

Regarding paragraph seven, it is our understanding that out of pocket expenses incurred by the Syndicate shall be paid back to the Syndicate by Marshall Field, and you may attach this to the contract between New York Tribune, Inc., and Marshall Field for the Syndicate's blanket service and syndicate features.

Very truly yours, (Signed) Silliman Evans, Agent for Marshall Field.

(Signed) Rex Smith, Editor.

Accepted: New York Tribune Inc., Howard Davis, Vice President.

[fol. 3071] PLAINTIFFS' EXHIBIT No. 2

This agreement between the New York Tribune, Incorporated, hereinafter sometimes called the Syndicate, and The Chicago Sun, a daily newspaper published in Chicago, Illinois, supersedes the agreement dated October 15, 1941, between the New York Tribune, Incorporated, and Marshall Field.

(1) During the period of three (3) years beginning March 29, 1943, and, except as hereinafter provided, continuing to and including March 28, 1946, the Syndicate shall furnish said Chicago Sun, in ample time prior to release dates, at the following rate and upon the following terms and conditions, the Syndicate's Blanket Service and Syndicate Features, which at the date hereof consist of those listed in the annexed schedule marked "Schedule A".

(2) This service also entitles The Chicago Sun to first option in its territory upon any new features which the Syndicate may develop or acquire. If such features are of usual run or customary substitutions, they will be included hereunder without additional charge; but if they are of unusual merit or of exceptional and unusual cost, the Syndicate shall be entitled to ask a fair price therefor, taking into consideration the significance of the City of Chicago, in addition to the rate stated herein, in which event said Chicago Sun shall have the option to accept or reject such Features of unusual merit or of exceptional and unusual cost.

(3) Current News Reports (including current Foreign Cables) and such Special Articles and Features included in the Syndicate's Blanket Service as may be specified by said Chicago Sun from time to time will be transmitted promptly to them from New York City by telegraph, and said Chicago Sun will reimburse the Syndicate for the out of pocket expense incurred for such transmisison. All other material included in the Syndicate's Blanket Service will be mailed to said Chicago Sun at Chicago, in proof or matrix form, and they will reimburse the Syndicate for the expense of postage.

(4) The Chicago Sun shall pay the Syndicate for the three (3) years of said term commencing on March 29, 1943, weekly at the rate of $400.00 per week, plus postage and the

[fol. 3072] expense of telegraphic transmission of News Reports and Special Features as provided in Paragraph 3 hereof. However, if at any time during the term of the agreements, by reason of any emergency proclaimed by any Governmental authority, of war conditions, of abridgement of transportation facilties or of priorities decreed, the Syndicate would, in its sole judgment, incur, in order to perform this Agreement, additional expenditures, or by reason of inflation or otherwise, the Syndicate is of the opinion that the buying power of the dollar has been materially decreased, then from time to time the Syndicate shall, upon sixty days' notice in writing to said Chicago Sun, have the right to request an increase in the price of said service. Whether or not this increase is granted shall be determined by an arbitration committee of three members, one member named by the said Chicago Sun, one member named by the Syndicate, and one member named by both of the contracting parties.

(5) Except as otherwise herein provided, so long as the Syndicate's Blanket Service shall remain substantially the same as the above described give and take, the said weekly rate shall remain unchanged; if, however, there should be material deterioration in such Service as the result of substitutions or otherwise, appropriate adjustments shall be made in the weekly rate.

(6) This Service is for the exclusive use of said Chicago Sun in the City of Chicago. Said Chicago Sun shall not publish or cause or allow publication of any Features in advance of release date set by the Syndicate. They shall not use or cause or allow the use of any Feature except for one publication in The Chicago Sun and shall not sell or otherwise dispose of any Feature furnished, without written consent of the Syndicate.

(7) The Chicago Sun shall have the right to query and receive information from the Syndicate on news stories of special interest to Chicago from whatever points the New York Tribune, Incorporated, maintains news facilities. This special coverage cannot be construed as an assignment service but is intended by the said Chicago Sun to provide protective coverage through the Syndicate on important stories of extraordinary Chicago interest.

[fol. 3073] (8) Nothing herein contained shall obligate the Syndicate to furnish matter which because of copyright by others or for any other reason it has no right to sell; and the obligations of the Syndicate hereunder are subject to rules now or hereafter in force of The Associated Press.

(9) The Chicago Sun shall print in connection with the copyrighted and/or trade-marked matter a copyright notice and/or notice of trade mark registration, as the case may be, in form required by law by giving the name of the copyright and/or trade mark proprietor.

(10) This Agreement, when properly executed, shall bind the parties hereto and their respective executors, administrators, successors and assigns.

(11) It is further agreed that in event of complete and permanent cessation of publication of the above-mentioned newspaper, as differentiated from sale, transfer or consolidation, service under this agreement shall be terminated and neither party will be liable for performance either as to service or payments.

(12) This Agreement shall not be binding until accepted hereon in writing by the President or Vice President of the Syndicate in New York City. The foregoing provisions hereof constitute the whole Agreement and no oral modifications or additions shall be binding.

(13) The Chicago Sun shall have the option to renew this contract for an additional two years, at the same terms and conditions, by giving the Syndicate due notice in writing prior to December 28, 1945.

New York Tribune, Inc., by Howard Davis, Executive Vice President. The Chicago Sun, by Silliman Evans.

March 25, 1943.

[fol. 3074] "Schedule A"

New York Herald Tribune Syndicate Features

Comics

Sunday (S–Standard Page) (H–Half Page)

Mr. and Mrs., by Arthur Folwell	S–H
The Timid Soul, by H. T. Webster	S–H
Betty, by C. A. Voight	H
Peter Rabbit, by Harrison Cady	H
Clarence, by Frank Fogarty and Weare Holbrook	H
Skeets, by Dow Walling	H
Our Bill, by Harry Haenigsen	H
Peter Piltdown, by Mal Eaton	H

Weekday

H. T. Webster
Mr. and Mrs.

Commentators

Walter Lippmann—3 articles weekly.
Mark Sullivan—4 articles weekly.
Major G. F. Eliot—7 articles weekly.
William S. Shirer—1 article weekly.

Daily and Weekly Features

Daily

Daily Cartoon Service.
Dinner Menus.
Books, Lewis Gannet's reviews.
Sport Column.
Bridge, Florence Osborn.
Fashions, Katherine Vincent.
Children, Burgess' Nature Stories.
News, Full News Service.

Once-A-Week

Theatres, Weekly Letter.
"This New York", Lucius Beebe.
Society, Howard White.
Homemaking, Complete Home Institute service, including recipes and appliance news.
Gardens, Putz' "Garden Notebook".

Science, feature article.
Stamps, news of stamp world.
Puzzles, Weekly Crossword and Cryptograms.
House Clinic, Elizabeth Gordon, illustrated articles.
Beauty, Sara Sutton.
Fashions, Katherine Vincent.
State of Business, Harvey Runner.
Business Index.

[fol. 3075] PLAINTIFF'S EXHIBIT No. 4 ID. APR. 16/43

Copy

Reuters

50 Rockefeller Plaza, New York

DKR:SO March 14, 1942.

By Airmail

George De Witt, Esq., Managing Editor, Chicago Sun, Chicago, Illinois.

DEAR MR. DE WITT,

I have just returned to the office after being sick for a couple of weeks and I am pleased to note that The Sun is continuing the Reuter service.

For record purposes, I append the terms of the new arrangement (showing a reduction in subscription rate of approximately $300.00 monthly) which I understand have been mutually agreed to, and which became effective on March 1st, 1942.

Reuters will deliver from 4 p. m. to Midnight New York Time daily, including Sundays, by teleprinter to the Chicago Sun, Chicago, the Reuter foreign news service as received in New York.

Effective March 1st, 1942, the Chicago Sun will pay Reuters at the rate of $50.00 (fifty dollars) weekly for this service. Such payment to include line and printer charges.

The arrangement is to be on a month to month basis, terminable by either party upon thirty days notice being given in writing.

Reuters shall have the privilege of selling their service to radio stations in Chicago.

Reuters will make every effort to ensure accuracy and promptness in the service, but the Chicago Sun agrees that it will not hold Reuters responsible for any errors, delays or omissions in the service furnished by Reuters or for any damages or liability of any nature whatsoever which may result to the Chicago Sun from publication of any item furnished by Reuters.

We look forward to a long and pleasant association. We should appreciate receiving observations on the service from your editors as we are anxious to mould the service as far as is possible to meet any particular requirements you may have, and thus make the service as valuable and useful as possible to the Sun. For instance, should you feel that you would like a larger volume from a particular foreign center, or more (or less) material dealing with the activities of the nations (Poland, Czecho-Slovakia, etc.) at present under Nazi domination, please advise us.

In this connection we have arranged, commencing next week, for the well known Polish journalist and author, Mr. Ksawery Pruszynski, who is now in Russia to write [fol. 3076] us exclusive weekly feature articles. These articles will, of course, be included in the printer service to The Sun.

Also, if we can cooperate with your New York representative in any way we shall be glad to do so, and would suggest that he be advised to contact us if we can be of assistance at any time.

Very truly yours, s/D. Kimpton Rogers, Manager.

[fol. 3077] PLAINTIFF'S EXHIBIT No. 6

ITEMS UPON WHICH WE DESIRE INFORMATION RELATING TO THE INTERNATIONAL NEWS SERVICE

1. Roster of subscribers showing name and address of each, and number of subscribers obtaining each type of service.

2. List of names and addresses of subscribers obligated by contract to furnish INS with local news and their local news territories.

3. Number and location of all news bureaus with respective districts in which they report news.

4. Number of full-time news reporting employees attached to each bureau.

5. Total annual salaries paid employees, classified as to type of occupation.

6. Copies of all contracts with telegraph and cable companies.

7. Miles of leased wires of 8-hour and of leased wires of more than 8 hours.

8. Annual expenditure for last three years for news wire service.

9. List of domestic cities connected by INS leased news wires.

10. Total expenditures for the last three years devoted to the actual gathering of news and to the distribution of news to newspapers.

11. List of states having INS news wire circuits.

12. Average number of words in news reports furnished morning and evening newspapers, respectively, in Chicago and Washington, respectively.

13. Total number of full-time employees, broken down as to occupations and broken down as to location inside and outside the United States.

14. Copies of all advertising material issued in the last three years by INS describing its service.

[fol. 3078] PLAINTIFF'S EXHIBIT NO. 7

KING FEATURES SYNDICATE, INC.
INTERNATIONAL NEWS SERVICE DIVISION

QUESTION NO. 1

See attached.

[fol. 3079]

July 20, 1942
Night Wire

Alabama	
Mobile, Ala., Press Register	Printer
Montgomery, Ala., Journal	Sat. Nite Printer
California	
Eureka, Calif., Standard & Times	Printer
Fresno, Calif., Bee	Carbons
Los Angeles, Calif., Examiner	Printer
Los Angeles, Calif., La Opinion	Printer
Modesto, Calif., Bee	Carbons
Oakland, Calif., Post Enquirer	Carbons
Sacramento, Calif., Bee	Carbons
San Diego, Calif., Union	Printer
San Francisco, Calif., Examiner	Printer
Vallejo, Calif., Times Herald and Chronicle	Carbons
Colorado	
Denver, Colo., Post	Printer
District of Columbia	
Washington, D. C., Post	Printer
Delaware	
Wilmington, Del., Journal-News	Printer
Florida	
Miami, Fla., Herald	Printer
St. Petersburg, Fla., Times	Printer
Georgia	
Atlanta, Ga., Constitution	Printer
Rome, Ga., News Tribune	Sat. Nite Printer
Savaanah, Ga., Morning News	Printer
Augusta, Ga., Chronicle	Printer
Illinois	
Chicago, Ill., Herald-American	Printer
Peoria, Ill., Journal-Transcript	Sat. Nite Printer
Springfield, Ill., State Journal	Carbons
Indiana	
So. Bend, Ind., Tribune	Sat. Nite Printer
Iowa	
Cedar Rapids, Ia., Gazette	Printer
Waterloo, Ia., Courier	Printer
Kansas	
Wichita, Kansas, Beacon	Sat. Nite Printer
Kentucky	
Louisville, Ky., Courier-Journal	Printer
Maryland	
Baltimore, Md., News Post	Printer
Massachusetts	
Boston, Mass., Advertiser	Sat. Nite Carbons
Boston, Mass., American	Printer
Lowell, Mass., Sun & Leader	Printer
Springfield, Mass., Republican	Printer
Worcester, Mass., Gazette-Telegram	Printer

[fol. 3080]

Michigan	
Detroit, Mich., Times	Printer
Flint, Mich., News-Advertiser	Printer
Grand Rapids, Mich., Herald	Printer
Lansing, Mich., State Journal	Sat. Nite Printer
Pontiac, Mich., Press	Printer
Pt. Huron, Mich., Times-Herald	Sat. Nite Printer
Minnesota	
Minneapolis, Minn., Star-Journal-Tribune	Printer
Mississippi	
Jackson, Miss., Clarion Ledger	Printer
Missouri	
Kansas City, Mo., Star	Sat. Nite Printer
Springfield, Mo., News & Leader Press	Printer
Nebraska	
Lincoln, Neb., Star	Sat. Nite Printer
Omaha, Neb., World-Herald	Printer
New Mexico	
Albuquerque, N. M., Journal	Printer
New York	
Albany, N. Y., Times-Union	Printer
Buffalo, N. Y., Courier Express	Weekly supplements
N.Y.C., Journal-American	Printer
N.Y.C., Mirror	Printer
N.Y.C. Wall St. Journal	Printer
Rochester, N. Y., Democrat-Chronicle	Printer
Syracuse, N. Y., Herald	Sat. Nite Printer
N.Y.C., Yank	Printer
Ohio	
Canton, Ohio, Repository	Sat. Nite Printer
Cincinnati, Ohio, Enquirer	Printer
Cleveland, Ohio, Plain Dealer	Printer
Columbus, Ohio, Dispatch	Sat. Nite Printer
Lima, Ohio, News	Sat. Nite Printer
Upper Sandusky, Ohio, Chief	Carbons
Youngstown, Ohio, Vindicator	Sat. Nite Printer
Oklahoma	
Tulsa, Okla., World	Printer
Oregon	
Portland, Ore., Journal	Sat. Nite Printer
Portland, Ore., Oregonian	Printer
Pennsylvania	
Harrisburg, Pa., Patriot	Printer
Harrisburg, Pa., Courier	Sat. Nite Protection
Lancaster, Pa., Sunday News	Sat. Nite Printer
Johnstown, Pa., Democrat	Printer
Philadelphia, Pa., Bulletin	Sat. Nite Printer
Pittsburgh, Pa., Sun-Telegraph	Printer
Reading, Pa., Times-Eagle	Printer
Scranton, Pa., Tribune-Scrantonian	Printer

[fol. 3081]

Rhode Island	
Providence, R. I., Journal & Bulletin	Printer
South Carolina	
Charleston, S. C., Post & News-Courier	Printer
Tennessee	
Chattanooga, Tenn., News Free Press	Printer
Memphis, Tenn. Commercial Appeal	Printer
Nashville, Tenn., Tennessean	Printer
Texas	
Austin, Texas, American Statesman	Printer
Austin, Texas, Tribune	Printer
Beaumont, Texas, Enterprise & Journal	Printer
Corpus Christi, Texas, Caller Times	Printer
Dallas, Texas, Times Herald	Printer
El Paso, Texas, Times	Printer
Pt. Arthur, Texas, News	Sat. Nite Printer
San Antonio, Texas, Light	Printer
Utah	
Salt Lake City, Utah, Deseret News	Printer
Washington	
Seattle, Wash., Post Intelligencer	Printer
West Virginia	
Charleston, W. Va., Gazette	Printer
Wisconsin	
Milwaukee, Wisc., Sentinel	Printer
Fond du Lac, Wisc., Commonwealth Reporter	Printer

Night Wire—Foreign

Australia	
Sydney, Aus., Sydney Newspapers, Ltd.	Carbons
England	
London, Eng., Express Standard	Cable File

[fol. 3082] Day Wire

Alabama	
Ensley, Ala., Industrial Press	Carbons
Mobile, Ala., Press Register	Printer
Montgomery, Ala., Journal	Printer
Arizona	
Phoenix, Ariz., Republic & Gazette	Printer
California	
Burlingame, Calif., Advance Star	Pony-Carbons
Colusa, Calif., Times	Pony
Fresno, Calif., Bee	Printer
Los Angeles, Calif., Examiner	Printer
Los Angeles, Calif. Herald	Printer
Modesto, Calif., Bee	Carbons
Oakland, Calif., Post-Enquirer	Printer
Pasadena, Calif., Star-News	Printer
Pomona, Calif., Progress-Bulletin	Printer
Richmond, Calif., Independent	Pony Carbons
Sacramento, Calif., Bee	Printer

San Diego, Calif., Tribune-Union	Printer
San Francisco, Calif., Call Bulletin	Printer
San Francisco, Calif., Examiner	Printer
San Jose, Calif., News	Printer
Santa Ana, Calif., Register	Carbons
Santa Barbara, Calif., News-Press	Printer
Santa Rosa, Calif., Republican Press Democrat	Carbons
Stockton, Calif., Record	Printer
Vallejo, Calif., Chronicle & Times-Herald	Printer
Woodland, Calif., Democrat	Protection
Colorado	
Denver, Colo., Catholic Register	Carbons
Denver, Colo., Post	Printer
Denver, Colo., Bulletin Free Press	Carbons (Tues.)
Connecticut	
Bridgeport, Conn., Post	Printer
Hartford, Conn., Times	Printer
So. Norwalk, Conn., Sentinel	Printer
Willimantic, Conn., Chronicle	Printer
Delaware	
Wilmington, Dela., News-Journal	Printer
District of Columbia	
Washington, D. C., Times-Herald	Printer
Florida	
Miami, Fla., News	Printer
Miami Beach, Fla., Tropics	Printer
Ft. Lauderdale, Fla., Times	Printer
Georgia	
Atlanta, Ga., Journal	Printer
Rome, Ga., News-Tribune	Printer
Savannah, Ga., News-Press	Printer

[fol. 3083]

Illinois	
Bloomington, Ill., Pantagraph	Printer
Champaign, Ill., News-Gazette	Printer
Chicago, Herald-American	Carbons
Du Quoin, Ill., Call	Pony
Elgin, Ill., Courier-News	Adv. News
Eldorado, Ill., Journal	Pony
Galesburg, Ill., Register Mail	Carbons
Kankakee, Ill., Republican-News	Carbons
Marion, Ill., Republican	Pony
Marseilles, Ill., Press	Carbons
Mattoon, Ill., Journal-Gazette	Printer
Moline, Ill., Dispatch	Printer
Olney, Ill., Mail	Pony-Carbons
Peoria, Ill., Journal-Transcript	Printer
Rockford, Ill., Register-Republic	Printer
Springfield, Ill., State Journal	Carbons
Indiana	
Alexandria, Ind., News	Carbons
Bloomfield, Ind., World	Pony
Bloomington, Ind., Telephone	Pony-Carbons
Clinton, Ind., Clintonian	Adv. News
Ft. Wayne, Ind., News-Sentinel	Printer
Franklin, Ind., Star	Carbons

Indiana—Continued

Gary, Ind., Post	Printer
Greenfield, Ind., Reporter	Carbons
Greensburg, Ind., News	Pony-Carbons
Hammond, Ind., Times	Printer
Huntington, Ind., News	Carbons
Indianapolis, Ind., Commercial	Adv. News
Lafayette, Ind., Journal-Courier	Printer
Marion, Ind., Chronicle	Printer
Michigan City, Ind., News-Dispatch	Adv. News
Noblesville, Ind., Ledger	Pony
Richmond, Ind., Palladium	Printer
Rochester, Ind., News-Sentinel	Pony-Carbons
Shelbyville, Ind., Democrat	Pony
South Bend, Ind., Tribune	Printer
Tipton, Ind., Tribune	Pony-Carbons
Washington, Ind., Democrat	Pony
Winchester, Ind., News & Journal-Herald	Carbons

Iowa

Atlantic, Ia., News-Telegraph	Printer
Boone, Ia., News-Republican	Carbons
AP-Cedar Rapids, Ia., Gazette-Republican	Printer
Clinton, Ia., Herald	Printer
Dubuque, Ia., Telegraph-Herald	Printer
Mt. Pleasant, Ia., News	Pony-Carbons
Nevada, Ia., Journal	Printer
Vinton, Ia., Times	Printer
Waterloo, Ia., Courier	Printer
Fairfield, Ia., Ledger	Pony

[fol. 3084]

Kansas

Wichita, Kans., Beacon	Printer

Kentucky

Bowling Green, Ky., Times-Journal	Pony
Lexington, Ky., Herald-Leader	Printer

Maryland

Baltimore, Md., News-Post	Printer

Massachusetts

Beverly, Mass., Times	Pony
Boston, Mass., Advertiser	Sat. day carbons
Boston, Mass., American	Printer
Boston, Mass., Record	Carbons
Clinton, Mass., Item	Pony
Fall River, Mass., Herald-News	Printer
Framingham, Mass., News	Pony
Gloucester, Mass., Times	Pony
Lowell, Mass., Sun & Citizen-Leader	Printer
Milford, Mass., News	Pony
New Bedford, Mass., Standard-Times	Printer
North Attleboro, Mass., Chronicle	Pony
Newburyport, Mass., News	Pony
Springfield, News	Printer
Woburn, Mass., Times	Pony
Worcester, Mass., Gazette	Printer

Michigan

Detroit, Mich., Times	Printer
Lansing, Mich., State Journal	Printer

Pt. Huron, Mich., Times-Herald	Printer
Ypsilanti, Mich., Press	Carbons
Minnesota	
Minneapolis, Minn., Star	Printer
Mississippi	
Jackson, Miss., Clarion Ledger	Printer
Missouri	
Kansas City, Mo., Star	Printer
St. Louis, Mo., Star	Printer
Springfield, Mo., News-Leader-Press	Printer
Nebraska	
Lincoln, Neb., Star	Printer
Omaha, Neb., World Herald	Printer
New Hampshire	
Manchester, N. H., L'Avenir National	Adv. news
New Jersey	
Bayonne, N. J., Times	Printer
Camden, N. J., Courier	Printer
Hoboken, N. J., Jersey Observer	Printer
Passaic, N. J., Herald-News	Printer
Trenton, N. J., Times	Printer
Elizabeth, N. J., Journal	Printer

[fol. 3085]

New Mexico	
Albuquerque, N. M., Tribune	Printer
New York	
Albany, N. Y., Knickerbocker News	Printer
Binghamton, N. Y., Press	Printer
Cohoes, N. Y., American	Carbons
Endicott, N. Y., Bulletin	Printer
Jamestown, N. Y., Journal	Carbons
New York City, Greek Atlantis	Carbons
New York City, Journal-American	Printer
New York City, Mirror	Printer
Wall Street, N. Y. C., Journal	Printer
Nyack, N. Y., Journal-News	Pony
Rochester, N. Y., Times-Union	Printer
Syracuse, N. Y., Herald	Printer
Staten Island, N. Y., Advance	Printer
Tonawanda, N. Y., Press	Printer
Troy, N. Y., Times Record	Printer
New York City, Yank	Printer
Nort' Carolina	
G nsboro, N. C., News & Record	Printer
Asheville, N. C., Advertiser	Carbons
Ohio	
Akron, Ohio, Beacon Journal	Printer
Bellefontaine, Ohio, Examiner	Pony-Carbons
Bowling Green, Ohio, Sentinel-Tribune	Printer
Canton, Ohio, Repository	Printer
Cincinnati, Ohio, Times-Star	Printer
Circleville, Ohio, Herald	Carbons
Cleveland, Ohio, Daily Legal News	Carbons
Cleveland, Ohio, News & Plain Dealer	Printer

Ohio—Continued

Cleveland, Ohio, Polish Daily News	Carbons
Columbus, Ohio, Dispatch	Printer
Conneaut, Ohio, Journal	Adv. News
Defiance, Ohio, Crescent-News	Pony-Carbons
Dover, Ohio, Reporter	Printer
East Liverpool, Ohio, Review	Printer
Findlay, Ohio, Republican-Courier	Carbons
Fostoria, Ohio, Times	Pony-Carbons
Ironton, Ohio, Tribune	Printer
Kenton, Ohio, News-Republican	Pony-Carbons
Lima, Ohio, News	Carbons
Lorain, Ohio, Journal	Printer
Mansfield, Ohio, News-Journal	Printer
Marion, Ohio, Star	Printer
Martins Ferry, Ohio, Times	Printer
New Philadelphia, Ohio, Times	Printer
Salem, Ohio, News	Printer
Shelby, Ohio, Globe	Printer
Sidney, Ohio, News	Carbons
Steubenville, Ohio, Herald Star	Printer

[fol. 3086]

Day Wire

St. Marys, Ohio, Leader	Carbons
Toledo, Ohio, Blade	Printer
Uhrichsville, Ohio, Chronicle	Carbons
Upper Sandusky, Ohio, Chief	Pony
Urbana, Ohio, Citizen	Pony-Carbons
Wooster, Ohio, Record	Printer
Youngstown, Ohio, Vindicator	Printer
Zanesville, Ohio, Signal	Printer
Portsmouth, Ohio, Times	Printer

Oklahoma

Enid, Ohio, Eagle News	Printer
Duncan, Ohio, Eagle	Carbons

Oregon

Portland, Ore., Journal	Adv. news
Portland, Ore., Oregonian	Printer

Pennsylvania

Allentown, Pa., Chronicle News	Printer
Bethlehem, Pa., Globe Times	Printer
Bradford, Pa., Herald Star-Record	Printer
Bristol, Pa., Courier	Pony-Carbons
Brownsville, Pa., Telegraph	Pony
Connellsville, Pa., Courier	Pony-Carbons
Doylestown, Pa., Intelligencer	Pony
Easton, Pa., Express	Printer
Erie, Pa., Times	Printer
Harrisburg, Pa., Courier	Sat. Carbons
Harrisburg, Pa., News	Printer
Honesdale, Pa., Independent	Spec'l service
Johnstown, Pa., Tribune	Printer
Lewistown, Pa., Sentinel	Printer
Littlestown, Pa., Independent	Protection
McKeesport, Pa., News	Printer
Montgomery, Pa., Mirror	Protection
New Castle, Pa., News	Printer
Philadelphia, Pa., Bulletin	Printer
Philipsburg, Pa., Journal	Carbons
Pittsburgh, Pa., Sun-Telegraph	Printer
Punxsutawney, Pa., Spirit	Printer

Reading, Pa., Eagle	Printer
Renovo, Pa., Record	Protection
Scranton, Pa., Times	Printer
Tyrone, Pa., Herald	Printer
Vandergrift, Pa., News	Pony-Carbons
Donora, Pa., Herald-American	Carbons
Rhode Island	
Providence, R. I., Journal & Bulletin	Printer
West Warwick, R. I., Pawtucket Times	Pony
South Carolina	
Greenville, S. C., News-Piedmont	Printer

[fol. 3087]

Tennessee	
Chattanooga, Tenn., News Free Press	Printer
Maryaville, Tenn., Times	Adv. News
Memphis, Tenn., Commercial Appeal	Printer
Nashville, Tenn., Tennessean	Printer
Texas	
Amarillo, Texas., Times	Printer
Austin, American Statesman	Printer
Austin, Texas, Daily Tribune	Printer
Beaumont, Texas, Enterprise & Journal	Printer
Corpus Christi, Texas, Caller Times	Printer
Cuero, Texas, Record	Pony
Dallas, Texas, Times Herald	Printer
El Paso, Texas, Times	Printer
Ft. Worth, Texas, Star-Telegram	Printer
Pt. Arthur, Texas, News	Printer
San Antonio, Texas, Light	Printer
Wichita Falls, Texas, Times & Record News	Printer
Utah	
Salt Lake City, Texas, Telegram	Printer
Wisconsin	
Fond du Lac, Wisc., Commonwealth Reporter	Printer

Day Wire (Foreign)

Sweden	
Stockholm, Bull's Presstjanst	London File & N.Y. file
Australia	
Sydney, Truth	Day-nite N.Y.-London-Carbons
Argentina	
Buenos Aires, Critica	Carbons
England	
London Daily & Sun. Express & Evening Standard	Carbons
Hawaii	
Honolulu Nippu Jiji	Protection
Bermuda	
Hamilton, Bermuda Base Weekly	Carbons
Mexico	
Monterrey, El Porvenir	Radio Pickup
Newfoundland	
St. Johns, Telegram	Fast Mail and Radio scripts

[fol. 3088] PLAINTIFF'S EXHIBIT No. 8

King Features Syndicate, Inc.
International News Service Division

Question No. 2

The Advance, Burlingame, Calif.
Post-Enquirer, Oakland, Calif.
News, Vallejo, Calif.
Democrat, Woodland, Calif.

Times-Herald, Washington, D. C.
Times, Ft. Lauderdale, Fla.
Tropics, Miami Beach, Fla.

Journal, Eldorado, Ill.
Republican, Marion, Ill.
Press, Marseilles, Ill.
Journal-Gazette, Mattoon, Ill.
Mail, Olney, Ill.

News, Alexandria, Ind.
World, Bloomfield, Ind.
Telephone, Bloomington, Ind.
Reporter, Greenfield, Ind.
News, Greensburg, Ind.
Times, Hammond, Ind.
Ledger, Noblesville, Ind.
News-Sentinel, Rochester, Ind.
Times-Gazette, Union City, Ind.
Democrat, Washington, Ind.

News-Telegraph, Atlantic, Ia.
Ledger, Fairfield, Ia.
News, Mt. Pleasant, Ia.
Journal, Nevada, Ia.
Cedar Valley Times, Vinton, Ia.

Times-Journal, Bowling Green, Ky.

Times, Beverly, Mass.
Item, Clinton, Mass.
News, Framingham, Mass.
Times, Glouster, Mass.
News, Milford, Mass.
Newburyport News, Newburyport, Mass.

Chronicle, North Attleboro, Mass.
Republican, Springfield, Mass.
Times, Woburn, Mass.

[fol. 3089] Times, Detroit, Mich.
Leader, Mt. Clemens, Mich.

Times, Bayonne, N. J.
Courier, Camden, N. J.

American, Cohoes, N. Y.
Bulletin, Endicott, N. Y.

Examiner, Bellefontaine, Ohio
Crescent News, Defiance, Ohio
Reporter, Dover, Ohio
Times, Fostoria, Ohio
News-Republican, Kenton, Ohio
Journal, Lisbon, Ohio
Times, Martins Ferry, Ohio
Times, New Philadelphia, Ohio
Leader, St. Marys, Ohio
Globe, Shelby, Ohio
News, Sidney, Ohio
Chronicle, Uhrichsville, Ohio
Citizen, Urbana, Ohio
Record, Wooster, Ohio

News, Eugene, Ore.

Gazette, Aliquippa, Pa.
Courier, Bristol, Pa.
Telegraph, Brownsville, Pa.
Times, Chester, Pa.
Courier, Connellsville, Pa.
Intelligencer, Doylestown, Pa.
Times, Erie, Pa.
Sentinel, Lewistown, Pa.
News, McKeesport, Pa.
News, New Castle, Pa.
Journal, Philipsburg, Pa.
Spirit, Punxsutawney, Pa.
Record, Renovo, Pa.
Herald, Tyrone, Pa.
News, Vandergrift, Pa.

Times, West Warwick, R. I.
Times, Amarillo, Texas
Tribune, Austin, Texas
Cuero Record, Cuero, Texas

[fol. 3090] PLAINTIFF EXHIBIT No. 9

King Features Syndicate, Inc.

International News Service Division

Question No. 3

Bureau	Territory Covered
Albany, N. Y.,	New Work State Capitol, Albany.
Atlanta, Ga.,	Georgia, Florida, Mississippi, North Carolina and Tennessee.
Austin, Texas,	Texas State Capitol, Austin.
Boston, Mass.,	Massachusetts, Maine, New Hampshire, Rhode Island and Vermont.
Chicago, Ill.,	Illinois, Kentucky, Wisconsin, Minnesota, North Dakota and South Dakota.
Cleveland, Ohio,	Eastern Ohio.
Columbus, Ohio,	Western Ohio.
Dallas, Texas,	Texas.
Denver, Colo.,	Colorado, New Mexico, Utah, Wyoming, Idaho and Montana.
Des Moines, Ia.,	Iowa.
Detroit, Mich.,	Michigan.
Harrisburg, Pa.,	Pennsylvania State Capitol, Harrisburg.
Hartford, Conn.,	Connecticut.
Indianapolis, Ind.,	Indiana.
Kansas City, Mo.,	Western Missouri and Kansas.
Little Rock, Ark.,	Arkansas.
Los Angeles, Calif.,	Southern California and Arizona.
Montgomery, Ala.,	Alabama.
New Orleans, La.,	Louisiana.
New York City, N. Y.,	New York and New Jersey.
Omaha, Neb.,	Nebraska.
Philadelphia, Pa.,	Eastern Pennsylvania and Delaware.
Pittsburgh, Pa.,	Western Pennsylvania and West Virginia.
Portland, Ore.,	Oregon.
Sacramento, Calif.,	California State Capitol, Sacramento.
St. Louis, Mo.,	Eastern Missouri.
San Francisco, Calif.,	Northern California and Nevada.

Seattle, Wash., Washington.
Springfield, Ill., Illinois State Capitol, Springfield.
Tulsa, Okla., Oklahama.
Washington, D. C., District of Columbia, (Congress, etc.)
Virginia and Maryland.

[fol. 3091] PLAINTIFF EXHIBIT No. 10

King Features Syndicate, Inc.

International News Service Division

Question No. 4

See Question No. 13.

[fol. 3092] PLAINTIFF EXHIBIT No. 11

King Features Syndicate, Inc.

International News Service Division

Payroll Expense for the Year 1941

Question No. 5

Domestic Editorial Payroll:	
Domestic Editorial Payroll	$131,419.17
Domestic Reporters Payroll	39,184.74
Domestic Feature Writers Payroll	113,952.08
Domestic Correspondents' Payroll	7,333.71
Domestic Bureau Payroll	373,425.80
Domestic Telephone Operators Payroll	4,527.21
Foreign Editorial Payroll	39,335.43
Foreign Feature Writers Payroll	10,869.24
Foreign Correspondents Payroll	29,029.71
Foreign Bureau Payroll	82,971.74
General Traffic Payroll	47,172.74
Telegraphers Payroll	248,342.84
Domestic Sales Payroll	56,809.72
Foreign Sales Payroll	920.17
Domestic Commissions	5,695.01
Promotion & Advertising Payroll	8,633.01
Administrative Payroll	33,767.83
Financial and Accounting Payroll	21,010.25
Pensions Payroll	1,039.16
Building Service Payroll	2,175.27
	$1,257,614.83

[fol. 3093] PLAINTIFF EXHIBIT No. 12

King Features Syndicate, Inc.

International News Service Division

Question No. 6

We do not have any.

[fol. 3094] PLAINTIFF EXHIBIT No. 13

King Features Syndicate, Inc.

International News Service Division

Question No. 7

Miles of leased wires of 8 hours or less	13,610
Miles of leased wires of more than 8 hours	38,886

[fol. 3095]

PLAINTIFF'S EXHIBIT No. 14

King Features Syndicate, Inc.

International News Service Division

Leased Wire Expense

Question No. 8

	1941	1940	1939
	$595,950.96	$580,490.20	$624,303.13
	114,865.23	144,682.18	148,529.11
Total Leased Wire Expense	$710,816.19	$725,172.38	$772,832.24

[fol. 3096]

PLAINTIFF'S EXHIBIT No. 15

King Features Syndicate, Inc.

International News Service Division

Question No. 9

This is covered in answer to Question No. 1

[fol. 3097]

PLAINTIFF'S EXHIBIT No. 16

King Features Syndicate, Inc.

International News Service Division

Question No. 10

News Expense

	1941	1940	1939
	$887,953.49	$830,699.05	$804,979.25
	340,490.45	368,523.00	339,094.35
Total News Expense	$1,228,443.94	$1,199,222.05	$1,144,073.60

Question No. 10

Traffic Expense

	1941	1940	1939
	$1,088,391.40	$1,079,865.66	$1,134,060.77
	54,543.28	44,934.64	41,586.97
Total Traffic Expense	$1,142,934.68	$1,124,800.30	$1,175,647.74

[fol. 3098]

King Features Syndicate, Inc.

International News Service Division

Question No. 10

News Expense

	1941	1940	1939
Total news expense (Domestic)	$887,953.49	$830,699.05	$804,979.25
Total news expense (Foreign)	340,490.45	368,523.00	339,094.35
Total News Expense	$1,228,443.94	$1,199,222.05	$1,144,073.60

Question No. 10

Traffic Expense

	1941	1940	1939
Total Traffic Dept. expense	$1,088,391.40	$1,079,865.66	$1,134,060.77
Depreciation on teletype equip't.	54,543.28	44,934.64	41,586.97
Total Traffic Expense	$1,142,934.68	$1,124,800.30	$1,175,647.74

[fol. 3099] PLAINTIFFS' EXHIBIT No. 17

King Features Syndicate, Inc.
International News Service Division

Question No. 11

While INS wires tap virtually every state in the Union, it is assumed that this question is directed to determine in what states INS operates state circuits. They are:

Pennsylvania
Ohio
Indiana
Iowa
Illinois
Texas
California
Michigan
New York

[fol. 3100] PLAINTIFFS' EXHIBIT No. 17-A

King Features Syndicate, Inc.
International News Service Division

Question No. 12

Chicago:

Morning: 32,400 nightly except Saturdays.
46,800 Saturdays.
Evening: 47,600 daily except Sundays.
21,600 Sundays.
14,400 racing news daily except Sun.

Washington:

Morning: 32,400 nightly except Saturdays.
39,600 Saturdays.
Evening: 47,600 daily except Sundays.
21,600 Sundays.
14,400 racing news daily except Sun.

[fol. 3101] PLAINTIFFS' EXHIBIT No. 18

King Features Syndicate, Inc.
International News Service Division

Full Time Employees
Question No. 13

Domestic Editorial Payroll	
Editorial	18
Reporters	8
Secretaries	2
Copy Boys	14
Domestic Feature Writers	3
Domestic Bureau Payroll	
Editorial	
Albany	1
Los Angeles	5
San Francisco	4
Montgomery	1
Denver	4
Hartford	1
Atlanta	4
Chicago	16
Springfield	2
Indianapolis	3
Des Moines	1
New Orleans	1
Boston	6
Detroit	2
Kansas City	1
St. Louis	2
Omaha	2
Cleveland	1
Columbus	4
Portland	2
Harrisburg	3
Philadelphia	2
Pittsburgh	1
Austin	1
Dallas	2
Seattle	1
Washington, D. C.	3

Domestic Bureau Payroll—(Continued)

Reporters

Los Angeles
San Francisco
Sacramento
Boston
Detroit
Cleveland
Columbus
Harrisburg
Philadelphia
Pittsburgh
Washington, D. C.

[fol. 3102] Domestic Bureau Payroll

Copy Boys

Los Angeles
Chicago
Springfield
St. Louis
Cleveland
Columbus
Philadelphia
Pittsburgh
Dallas
Washington

Domestic Telephone Operators Payroll

New York

Foreign Editorial Payroll

New York

Editorial
Copy Boy
Secretary

Traffic Payroll

New York

Traffic Manager
Superintendent of Telegraph

Secretary	1
Clerical	1
Printer Attendant	2
Albany—Printer Attendant	1
Los Angeles—Printer Attendant	2
San Francisco—Printer Attendant	2
Chicago—Printer Attendant	2
Indianapolis—Printer Attendant	1
Detroit—Printer Attendant	1
Columbus—Printer Attendant	2
Cincinnati—Printer Attendant	1
Lima—Printer Attendant	2
Philadelphia—Printer Attendant	1
Pittsburgh—Printer Attendant	2
Austin—Printer Attendant	1
Washington, D. C.—Printer Attendant	5

[fol. 3103] Sale Payroll

Salesman	6
Secretary	1

Promotion Payroll

N. Y.—Promotion Manager	1
Secretary	1

Administrative Payroll

Direct

N. Y.—Business Manager	1
Clerical	1

30% of KFS Administrative

N. Y.—President	1
Business Manager	1
Secretaries	4
Clerical	2

Accounting Payroll

30% of KFS Accounting Payroll

New York	30

Building Service Payroll

New York	1

Telegraphers Payroll

New York	20
Los Angeles	8
San Francisco	7
Chicago	24
Boston	1
Detroit	2
Omaha	1
Columbus	2
Harrisburg	1
Philadelphia	2
Washington	5

[fol. 3104] Foreign Feature Writers Payroll

Australia	4
Panama Canal Zone	1
India	1
Iceland	1
Honolulu & Pacific Fleet	4
Egypt	1
Atlantic Fleet	2
Ireland	1
Moscow	1

Foreign Bureau Payroll

London—Editorial	17

Foreign Correspondents Payroll

Panama Canal Zone	1
Mexico	1
China	1
Brazil	1
Iceland	1
Turkey	1
France	1
Switzerland	1

[fol. 3105] PLAINTIFFS' EXHIBIT No. 19

JHL:njn

60-127-19 August 14, 1942

H.B.C.
Mr. Seymour Berkson
Managing Editor,
International News Service
235 East 45th Street
New York, N. Y.

DEAR MR. BERKSON:

We wish to thank you for your letters to Mr. Lewin of August 5, 1942 and August 10, 1942, and for the responses which you have made to our questionnaire. In connection with these responses there are a number of further inquiries to which we would like to receive answers:

(Item 1) Are all of the subscribers to your day and night wires daily or weekly newspapers (eliminating publications like bulletin sheets) If not, how many of those on the list are such daily or weekly newspapers?

(Item 2) How many of the list of subscribers obligated by contract to furnish local news are daily or weekly newspapers?

(Item 3) Has INS any foreign bureaus and, if so, how many and where are they located? If so, will you furnish the numbers of full-time employees located at each of the foreign bureaus?

(Item 4) Answer contained in the answer to question 13). Your answer to question number three lists 31 bureaus while your answer to question number four contained in your answer to question number thirteen gives the number of employees at only 28 bureaus, Tulsa and Little Rock being omitted. Are we to understand that these bureaus have no full-time employees?

(Item 5) In order to ascertain the payroll applicable to editorial and reporting employees only, would it be proper to eliminate from the figures $1,297,614.83 the figures applicable to the following items: Domestic telephone oper-

ators payroll, general traffic payroll, telegraphers, domestic [fol. 3106] sales, foreign sales, domestic communications, promotion and advertising, administrative, financial and accounting, pensions and building service? This would leave a figure of $826,521.62 for the editorial payroll.

(Item 7) How many miles of leased wires out of the total of 52,496 miles of leased wires represent those of e-actly 8 hours?

(Item 10) In your statement of total expenditures devoted to the actual gathering of news and to the distribution of news to the news papers, you include two items: total news expense and total traffic expense. Could you furnish a breakdown of these figures. Particularly we should like to know whether and how much overhead expenses are included.

Would you be kind enough to furnish us with copies of your contracts with subscribers located in Chicago, Illinois and Washington, D. C.?

Very truly yours, Thurman Arnold, Assistant Attorney General.

[fol. 3107] PLAINTIEES' EXHIBIT No. 20

International News Service

General Offices

235 East 45th Street, New York City

August 20, 1942
(Re: HBC 60-127-19)

Mr. Thurman Arnold
Assistant Attorney General
Department of Justice
Department of Justice Bldg.
Washington, D. C.

DEAR MR. ARNOLD:

In reply to your further inquiry of August 14th, herewith please find additional data requested:

Item 1: All newspapers listed in item 1 are daily newspapers except for the following:

Ensley, Ala., Press
Denver, Colo., Catholic Register

Denver, Colo., Bulletin Free Press
New York City "Yank"
Duncan, Okla., Eagle
Honesdale, Pa., Independent
Littlestown, Pa., Independent (since suspended)
Harrisburg, Pa., Mirror
Marysville, Tenn., Times
Flint, Mich., Advertiser (semi-weekly)

Item 2. All of the newspapers listed as obligated by contract to furnish local news are daily newspapers. None of the weekly newspapers are obligated to furnish such news.

Item 3. The answer to this question was given on the last page of the answer to question Number 13, but we find in rechecking this that the list is not complete due to several complex situations which are explained in this tabulation.

Following are the INS Foreign Bureaus with number of full-time employees noted:

Australia (4)
Panama Canal Zone (1)
India (1)
Iceland (1)
Honolulu & Pacific Fleet (4)
Egypt (1)
Atlantic Fleet (2)
Ireland (1)
Moscow (1)
London (17)
Mexico (1)
China (1)
Brazil (1)
Turkey (1)
France (1)
Switzerland (1)
Buenos Aires (2)
Rio (1)
Santiago (1)
Montevideo (1)
Stockholm (1)

[fol. 3108] The last five mentioned—Buenos Aires, Rio, Santiago, Montevideo, and Stockholm—are not listed by the Accounting Department in answer to question Number 13. However, these five points are regarded as bureau points by the Editorial Department. The reason these are not listed by the Accounting Department is that some salaries, such as in the case of Buenos Aires, are credited to King Features Syndicate rather than directly to INS. The others are listed on our payroll as correspondents.

Item 4. From the standpoint of the Editorial Department the Tulsa and Little Rock bureaus are listed as bureau points. However, our "Bureau Managers" at these points share their time and salaries between us and our

clients in those towns. While they hold jobs with clients in their respective towns, they are, nevertheless, responsible to us for news coverage in the areas to which they are assigned. The bureau managers in these towns are paid on a flat salary basis by us but, in addition, they receive salaries from our clients.

Item 5. Yes, generally speaking it would be proper to eliminate items questioned, leaving a figure of $826,521.62 for the Editorial payroll.

Item 7. There are 5,708 miles of leased wires in exactly 8-hour operation.

Item 10. The first number of figures covering "news expense" comprises total domestic news gathering expense. The second number of figures comprises total foreign news gathering expense. In regard to "traffic expense" the first row of figures comprises total Traffic Department expense, and the second row of figures comprises depreciation on teletype wire equipment. (See attached duplicate copy.)

I am attaching hereto copies of our contracts for the night wire with the Washington Post and the day wire with the Washington Times-Herald. In Chicago, our day and night wires are furnished to the Chicago Herald-American at a fixed sum per week but without any contract, in view of the fact that we are part of the same general organization.

Sincerely yours, Seymour Berkson, Managing Editor.

SB/ks
encs.

[fol. 3109] PLAINTIFF'S EXHIBIT No. 21

International News Service
235 East 45th Street
New York, N. Y.

April 20, 1943

List of Newspapers Served By INS Under Franchise Contracts

Albany, N. Y. Knickerbocker News.
Albuquerque, N. M. Journal.

Allentown, Pa. Chronicle.
Akron, Ohio, Beacon Journal.
Atlanta, Ga. Journal.
Austin, Texas, American Statesman.
Beaumont, Texas, Enterprise & Journal.
Binghamton, N. Y. Post.
Bridgeport, Conn. Post.
Canton, O. Brush-Moore Newspapers.
Cedar Rapids, Ia. Gazette.
Charleston, S. C. Post-News-Courier.
Chattanooga, Tenn. News Free-Press.
Cincinnati, Ohio, Enquirer.
Dallas, Texas, Times Herald.
Daytona Beach, Fla. News-Journal.
Dubuque, Iowa, Telegraph Herald.
Elizabeth, N. J. Journal.
El Paso, Texas, Times.
Eureka, Cal. Standard & Times.
Fall River, Mass. Herald-News.
Gary, Ind. Post Tribune.
Greenville, S. C. Piedmont.
Hammond, Ind. Times.
Hartford, Conn. Times.
Johnstown, Pa. Tribune-Democrat.
Lansing, Mich. State Journal.
Lowell, Mass. Sun & Citizen-Leader.
Lorain, O. Journal and Mansfield, Ohio, News-Journal.
Memphis, Tenn. Commercial Appeal.
Miami, Fla. News.
Mobile, Ala. Press Register.
Nashville, Tenn. Tennessean.
Nashville, Tenn. Tennessean.
New Bedford, Mass. Standard Times.
Omaha, Neb. World-Herald.
Pasadena, Cal. Star News.
Passaic, N. J. Herald News.
Peoria, Ill. Journal Transcript.
Phoenix, Ariz. Republic & Gazette.
Pontiac, Mich. Daily Press.
Providence, R. I. Journal-Bulletin.
Rochester, N. Y. Times Union & Democrat-Chronicle.
[fol. 3110] Rockford, Ill. Register Republic.
Sacramento, Cal. McClatchy Newspapers.
Sacramento, Cal. McClatchy Newspapers.

Franchise Contracts—(Continued)

San Diego, Cal. Tribune-Sun-Union.
San Jose, Cal. News.
Santa Barbara, Cal. News Press.
Savannah, Ga. News & Press.
Scranton, Pa. Tribune-Scrantonian.
South Bend, Ind. Tribune.
Springfield, Ill. State Journal.
Springfield, Mo. News Leader & Press.
Stockton, Cal. Record.
Toledo, O. Blade.
Trenton, N. J. Times.
Troy, N. Y. Record.
Vallejo, Cal. Chronicle & Times Herald.
Washington, D. C. Post.
Waterloo, Iowa, Courier.
Wilmington, Del. Journal & News.
Youngstown, O. Vindicator.
Zanesville, O. Signal.

[fol. 3111] PLAINTIFF'S EXHIBIT No. 22

Franchise Contracts

	Asset Value
Albany, N. Y. Knickerbocker News	$25,000.00
Albuquerque, N. M. Journal	30,000.00
Allentown, Pa. Chronicle	13,000.00
Akron, Ohio, Beacon Journal	25,000.00
Atlanta, Ga. Journal	35,000.00
Austin, Texas, American Statesman	25,000.00
Beaumont, Texas, Enterprise & Journal	57,610.00
Binghamton, N. Y. Press	11,000.00
Bridgeport, Conn. Post	15,000.00
Canton, Ohio, Brush-Moore Newspapers	30,000.00
Cedar Rapids, Iowa, Gazette	40,000.00
Charleston, S. C. Post-News-Courier	15,000.00
Chattanooga, Tenn. News Free-Press	50,000.00
Cincinnati, Ohio, Enquirer	50,000.00
Dallas, Texas, Times Herald	199,188.60
Daytona, Beach, Fla. News-Journal	4,500.00
Dubuque, Iowa, Telegraph Herald	30,521.55
Elizabeth, N. J. Journal	14,000.00
El Paso, Texas, Times	35,000.00

Eureka, Cal. Standard & Times	6,500.00
Fall River, Mass. Herald-News	7,500.00
Gary, Ind. Post Tribune	35,000.00
Greenville, S. C. Piedmont	10,000.00
Hammond, Ind. Times	20,000.00
Hartford, Conn. Times	20,000.00
Johnstown, Pa. Tribune-Democrat	25,000.00
Lansing, Mich. State Journal	20,000.00
Lowell, Mass. Sun & Citizen-Leader	11,000.00
Loraine, O. Journal and Mansfield, Ohio, News-Journal	10,000.00
Memphis, Tenn. Commercial Appeal	50,000.00
Miami, Fla. News	37,500.00
Mobile, Ala. Press Register	35,000.00
Nashville, Tenn. Tennessean	25,000.00
Nashville Tenn. Tenessean	10,000.00
New Bedford, Mass. Standard Times	8,060.00
Omaha, Neb. World Herald	30,000.00
Pasadena, Cal. Star News	21,200.00
Passaic, N. J. Herald News	10,000.00
Peoria, Ill. Journal Transcript	35,000.00
Phoenix, Ariz. Republic & Gazette	18,000.00
Pontiac, Mich. Daily Press	22,510.00
Providence, R. I. Journal-Bulletin	65,000.00
Rochester, N. Y. Times Union & Democrat-Chronicle	93,000.00
Rockford, Ill. Register Republic	15,000.00
Sacramento, Cal. McClatchy Newspapers	55,000.00
Sacramento, Cal. McClatchy Newspapers	55,000.00
San Diego, Cal. Tribune-Sun-Union	50,000.00
San Jose, Cal. News	9,000.00
Santa Barbara, Cal. News Press	12,000.00
Savannah, Ga. News & Press	40,000.00
Scranton, Pa. Tribune-Scrantonian	24,000.00
South Bend, Ind. Tribune	30,000.00
[fol. 3112] Springfield, Ill. State Journal	22,500.00
Springfield, Mo. News Leader & Press	40,000.00
Stockton, Cal. Record	18,500.00
Toledo, O. Blade	17,573.40
Trenton, N. J. Times	12,500.00
Troy, N. Y. Record	17,500.00
Vallejo, Cal. Chronicle & Times Herald	9,000.00
Washington, D. C. Post	30,000.00

Franchise Contracts—(Continued)

Waterloo, Iowa, Courier	32,880.00
Wilmington, Del. Journal & News	24,000.00
Youngstown, O. Vindicator	13,000.00
Zanesville, O. Signal	7,500.00

[fol. 3113] PLAINTIFF'S EXHIBIT No. 24

Mr. Lewin—Question No. 2—Number of feature department customers in 1941 which were not U. S. daily newspapers.

April 28th, 1943.

Weekly Newspaper Clients as of September 30, 1941

	Features	News Mats
Alabama:		
Anniston, Times (2 a week)	x	x
Atmore, Advance	x	x
Bessemer, Tribune Advertiser	x	x
Geneva, Geneva County Reaper	x	x
Greenville, Advocate	x	
Talladega, News	x	x
Arkansas:		
Fordyce, Weekly News (2 a week)	x	x
Springdale, News	x	x
California:		
Dinuba, Sentinel (2 a week)	x	x
East Los Angeles, Gazette (2 a week)		x
Hollister, Advance	x	
Orland, Unit (2 a week)		x
Paso Robles, Press	x	x
Placerville, Mountain Democrat	x	x
Riverside, News Advertiser	x	x
Santa Maria, Courier	x	x
Santa Maria, Free Advertiser		x
Tulare, Bee	x	x
Whittier, Reporter (2 a week)	x	x
Yuba City, Independent Farmer (2 a wk.)	x	x

	Features	News Mats
Colorado:		
Denver, Catholic Register		x
Connecticut:		
Stonington, Mirror Journal	x	
Westport, Herald (2 a week)	x	
Wilton, Bulletin	x	x
[fol. 3114] Florida:		
Deland, Mirror	x	x
Live Oak, Democrat	x	x
Marianna, Jackson County Floridian	x	x
Pensacola, Standard	x	x
Plant City, Courier (2 a week)	x	
Quincy, Times	x	x
Crestview, Oskaloosa News Journal	x	x
Georgia:		
Americus, Tri County News	x	x
Cedartown, Standard Publishing Co. (2 a wk.)	x	x
Canton, North Georgia Tribune	x	x
Dalton, Citizen	x	x
Fitzgerald, Herald (2 a week)	x	x
Thomasville, Press	x	x
Idaho:		
American Falls, Press	x	x
Illinois:		
Anna, Talk	x	x
Des Plains, Journal (2 a week)	x	x
Granite City, Press Record (2 a week)		x
Oakland, Coles County Ledger	x	x
Salem, Republican (2 a week)	x	x
Springfield, Citizen Tribune	x	
Indiana:		
Angola, Herald	x	x
Bloomington, Star	x	

	Features	News Mats
Indiana—(Continued)		
Greentown, News	x	x
Greenwood, Harris Prtg. Company	x	
New Albany, Sentinel (2 a week)	x	x
Noblesville, Times	x	
Williamsport, Review Republican	x	
Iowa:		
Emmetsburg, Reporter	x	x
Lake Mills, Graphic	x	
[fol. 3115] Walcott, Scott County Tribune	x	
Kansas:		
Iola, News Journal	x	x
Phillipsburg, Review	x	x
Russell, Record (2 a week)		x
Kentucky:		
Elizabethton, Hardin County Interprise (2 a week)		x
Irvington, Herald	x	x
Morganfield, Advocate	x	x
Sturgis, News	x	x
Somerset, Journal		x
Louisiana:		
Eunice, New Era (2 a week)	x	x
Maryland:		
Annapolis, Gazette	x	
Elkton, Cecil Whig	x	x
Silver Springs, Post	x	x
Towson, Jeffersonian	x	
Pocomoke City, Democrat	x	x
Massachusetts:		
Middlesboro, Town Crier	x	x
Revere, Journal	x	x
Webster, Times	x	

	Features	News Mats
Worcester, American Luthuanian Newspapers	x	x
Michigan:		
Grosse Point, Farm, Grosse Point News	x	x
Grand Ledge, Independent	x	
Ithaca, Detroit County Herald	x	x
Mendon, Mendon Pub. Company	x	x
St. Johns, Republican News	x	x
Saginaw, News	x	x
[fol. 3116] **Minnesota:**		
Brainerd, Journal Press	x	x
Brainerd, Tribune		x
Lanesboro, Leader	x	x
New York Mills, Northwestern Pub. Co.	x	x
Tracy, Headling Printing Company	x	x
Virginia, Range Facts	x	x
Willmar, Tribune	x	x
Mississippi:		
Brockhaven Semi-Weekly Leader (2 a week)	x	
Pascagoula, Chronicle Star	x	x
Waynesboro, News	x	x
Missouri:		
Booneville, Record Missourian	x	x
Brookfield, Lynn County Gazette (3 a week)	x	x
Glasgow, Missourian	x	x
Sedalia, Times	x	x
Montana:		
Glasgow, Courier	x	x
Polson, Flathead Courier	x	x
New Hampshire:		
Berlin, Reporter	x	x
Rochester, Observer	x	

	Features	News Mats
New Jersey:		
Atlantic City, Jewish Record	x	x
Clifton, Times		x
East Rutherford, Enterprise	x	x
Flemington, Hunterdon Republican	x	x
Somerville, Messenger Gazette (2 a week)		x
Woodbridge, Woodbridge Pub. Company	x	
Penns Grove, Record	x	x
[fol. 3117] **New Mexico:**		
Clayton, News	x	x
Clovis, Curry County Times	x	x
Tucumcari, American	x	x
New York:		
Baldwinsville, Messenger	x	x
Brooklyn, Finnish paper (3 a week)		x
Calicoon, Sullivan County Democrat	x	x
Horsehead, Valley Reporter		x
Ithaca, American Agriculturist (Bi-Weekly)	x	
Liberty, Gazette		x
Mechanicsville, Hudson Valley Times	x	x
Monticello, Sullivan County News (2 a week)	x	x
Mineola, Nassau County Times	x	x
New York City, Amsterdam Star News	x	
New York City, Hrvatski List (3 a week)		x
New York City, Irish World	x	x
New York City, Villager	x	
Rouses Point, North Countryman	x	x
Schenectady, Polish Weekly News	x	
Seneca Falls, Seneca Press Co.	x	x
Utica, Slovo Polske	x	
Whitehall, Times	x	x
North Carolina:		
Ahoskie, County Herald	x	
Canton, Enterprise	x	x

	Features	News Mats
Charlotte, Mecklenburg Times	x	
Elkins, Tribune	x	
Jacksonville, News and View (2 a week)	x	
Lenoir, News Topics (2 a week)		x
Lexington, Dispatch (2 a week)	x	x
Mooreville, Enterprise	x	x
Murfreesboro, News	x	
Mocksville, Enterprise	x	x
[fol. 3118] Newton, News Enterprise (2 a week)	x	x
North Wilkesboro, News World	x	x
Oxford, Public Ledger (2 a week)	x	x
Roxboro, Courier (3 a week)	x	
Sanford, Herald (3 a week)	x	
Shelby, Cleveland Times	x	x
Taylorville, Times	x	x
Waynesville, Mountaineer	x	x
Williamston, Enterprise (2 a week)	x	x
Winston-Salem, Union Republican	x	x
North Dakota:		
Bismarck, Capital (2 a week)	x	x
Minnewauken, Benson County Farmer's Press	x	x
Ohio:		
Barberton, Herald	x	
Bowling Green, Wood County Republican	x	x
Cheviot, Western Hills Press	x	x
Deshler, Flag	x	
Hillsboro, Press Gazette (2 a week)		x
Jackson, Sun Journal & Register (3 a week)	x	x
South Euclid, Citizen	x	x
Waynesfield, Chronicle	x	x
Oklahoma:		
Chickasha, Star Publishing Company		x
Cordell, Beacon	x	x

	Features	News Mats
Oklahoma—(Continued)		
Duncan, Eagle	x	
Dawson, Bomber	x	x
Oklahoma City, Capital Hill Beacon (2 a wk.)	x	x
Wagoner, Record Democrat	x	x
Waurika, News Democrat		x
[fol. 3119] Oregon:		
Corvallis, Benton County Herald	x	x
Freewater, Times	x	x
Pennsylvania:		
Albion, News	x	x
Braddock, Free Press (2 a week)	x	x
Connellsville, Courier	x	x
Conshohacken, Reporter (2 a week)	x	
Carmichaels, Green County Post	x	
Gettysburg, Adams County Independent	x	x
Honesdale, Wayne County Citizen (2 a wk.)	x	x
Honesdale, Independent	x	x
Lehighton, Press	x	
Middleburg, Post	x	
Monessen, News Call	x	x
Montgomery, Mirror	x	x
Muncy, Luminary	x	x
Masontown, Klondike Bulletin	x	
Portage, Cambria Dispatch	x	x
Pittsburgh, National Word		x
Scranton, Obrana Pub. Company (2 a wk.)		x
Smethport, McKean County Miner	x	x
Union City, Times Enterprise (2 a week)	x	x
Zeliempole, News Beacon	x	x
Cambridge Springs, Enterprise News (2 a wk.)	x	x
Tunkahannock, Wyoming Countian	x	x
Point Marion, News	x	

	Features	News Mats
South Carolina:		
Gaffney, Ledger (3 a week)	x	x
Greenville, Observer	x	x
Lancaster, News (2 a week)	x	x
Laurens, Advertiser		x
Lexington, Dispatch News	x	x
Newberry, Observer (2 a week)	x	
Orangeburg, Observer (2 a week)	x	
[fol. 3120] South Dakota:		
Wessington Springs, Republican	x	x
Yankton, Public Opinion	x	
Howard, Miner County Pioneer	x	x
Tennessee:		
Greenville, News Bulletin	x	x
Knoxville, Industrial News	x	x
Lenoir City, News	x	
Marysville, Enterprise		x
Springfield, Herald News (2 a week)	x	x
Texas:		
Bowie, News	x	x
Brady, Heart 'Texas	x	x
Dallas, Uncle Jake Sport News	x	x
Electra, Star	x	x
Gainesville, Free Press	x	x
Giddings, News	x	x
Gilmer, Mirror		x
Littlefield, County Wide News Argus	x	x
Pampa, Tribune	x	x
Pittsburgh, Gazette		x
San Marcos, Hays County Herald	x	x
West Czechoslovak Publishing Co.	x	x
Shamrock, Texan (2 a week)	x	x
Utah:		
Roosevelt, Standard	x	x

	Features	News Mats
Vermont:		
Ludlow, Tribune	x	
Bellows Falls, Times	x	
Springfield, Reporter (2 a week)	x	x
[fol. 3121] **Virginia:**		
Altavista, Journal Gazette	x	x
Danville, Herald	x	x
Farmville, Herald	x	
Galex, Gazette (2 a week)	x	
Luray Page, News and Courier (2 a week)	x	
Norfolk, Journal & Guide	x	
Rocky Mount, News Post	x	x
Washington:		
Chehalia, Advocate (2 a week)	x	x
Kelso, Tribune (2 a week)	x	x
West Virginia:		
Coalwood, Caretta News	x	x
Ripley, Herald	x	x
Williamson, Mingo Republican	x	x
Wisconsin:		
Reedsburg, Times Press	x	x
Rice, Lake Bulletin	x	
Superior, Co-Operative Pub. Ass'n	x	
. . . . .		
Monthly Publications:		
Chicago, Ill., Child Life Magazine	x	
Rock Island, Ill., Modern Woodmen of America	x	
Schenectady, N. Y., General Electric	x	
Pittsburgh, Pa., Croation Fraternal Union of America	x	
Cheyenne, Wyo., Shop Talk	x	x

[fol. 3122] PLAINTIFFS' EXHIBIT No. 25

Mr. Lewin—Question No. 3—1941 expense of INP in furnishing pictures to others than U. S. daily newspapers.

Item #3.

In 1941 it cost I. N. P. to service other than U. S. daily newspapers as follows:

Domestic Clients	$93,131.69
Foreign Clients	37,357.90

In the absence of direct costs applicable to each of these items the charges were allocated by the percentage relation of the income from each source to the total expenses of INP for 1941.

[fol. 3123] PLAINTIFFS' EXHIBIT No. 26

Mr. Lewin—Question No. 4—Number of INP customers in 1941 which were not U. S. daily newspapers.

The number of I. N. P. clients not daily newspapers in 1941 were:

Magazines	161
Advertising Agencies	40
Book Publishers	14
Weekly Papers	6
Mat Services	3
Miscellaneous (Ins. Co., Govt. agencies, etc.)	49
Foreign	59

[fol. 3124] PLAINTIFF'S EXHIBIT No. 28

Mr. Lewin—Question No. 6—Number of INS customers in 1941 which were not U. S. daily newspapers.

May 3, 1943.

No. 6—264 (includes radio stations; foreign clients; weekly, semi-weekly, tri-weekly, monthly, and Sunday only newspapers; individuals; government agencies; colleges).

W. B. G.

[fol. 3125] PLAINTIFFS' EXHIBIT No. 29

Mr. Lewin—Question No. 7—Number of INS customers in 1941 which were radio stations.

May 3, 1943.

No. 7—182 (over the whole year).

W. B. G.

[fol. 3126] PLAINTIFF'S EXHIBIT No. 30

Mr. Lewin—Question No. 8—Proportions (percentages) of total 1941 INP revenues which were derived from (a) U. S. daily newspapers and (b) other customers of INP.

Item #8.

I. N. P. revenue in 1941 was proportioned as follows:

From U. S. daily newspapers	75.2%
Other Domestic Sales	17.7
Foreign Sales	7.1

[fol. 3127] PLAINTIFF'S EXHIBIT No. 31

Mr. Lewin—Question No. 9—Proportions (percentages) of total 1941 INS revenues which were derived from (a) U. S. daily newspapers and (b) other customers of INS.

King Features Syndicate, Inc.

Proportions (percentages) of total 1941 INS revenues which were derived from (a) U. S. daily newspapers and (b) other customers of INS.

(a) U. S. Daily Newspapers	69.40%
(b) Other customers	30.60%

[fol. 3128]

PLAINTIFF'S EXHIBIT No. 33

Mr. Lewin—Question No. 11—Total amounts paid INS stringmen in (a) 1941 and (b) 1942 in each state of the U. S.

State	1941	1942
Alabama	$201.10	$213.35
Arizona	385.40	337.60
Arkansas	526.00	579.50
California	1,345.05	916.10
Colorado	768.20	568.03
Connecticut	345.50	226.75
Delaware	160.00	150.00
Florida	1,015.00	980.00
Georgia	1,439.40	1,090.50
Idaho	48.00	37.50
Illinois	1,251.25	1,183.25
Indiana	1,390.50	864.00
Iowa	1,236.40	429.80
Kansas	510.00	480.00
Kentucky	790.10	342.50
Louisiana	275.25	286.00
Maine	64.00	75.00
Maryland	720.00	720.00
Massachusetts	796.00	975.67
Michigan	667.00	581.00
Minnesota	490.00	475.00
Mississippi	140.00	128.00
Missouri	1,250.75	1,008.75
Montana	46.00	42.20
Nebraska	485.50	628.25
Nevada	520.00	480.00
New Hampshire	60.00	80.00
New Jersey	240.70	520.10
New Mexico	210.15	280.00
New York	2,171.09	2,646.06
No. Carolina	122.00	110.00
No. Dakota	52.00	46.00
Ohio	2,035.86	1,543.93
Oklahoma	970.78	881.85
Oregon	618.75	662.25
Pennsylvania	1,605.50	1,196.00
Rhode Island	480.00	540.00
So. Carolina	96.00	92.00
So. Dakota	48.00	43.50
Tennessee	156.00	142.00
Texas	1,585.00	922.00
Utah	560.00	600.00
Vermont	55.00	65.00
Virginia	284.25	466.55
Washington	615.00	682.00
West Virginia	65.00	70.00
Wisconsin	320.00	310.00
Wyoming	58.00	46.00
	$29,275.48	$25,743.89

[fol. 3129]

PLAINTIFF'S EXHIBIT No. 34.

12—Total amounts paid INS stringmen in Canada in (a) 1941 and (b) 1942.

(a)—1941—$1,120.00
(b)—1942— 980.00

PLAINTIFF'S EXHIBIT No. 35

13—How many of the 1864 reporters, correspondents and stringmen of INS in August 1942 were

(a) full time reporters and correspondents—None
(b) part time reporters and correspondents—None
(c) stringmen —All—1864

The 207 foreign previously listed were all stringmen.

[fol. 3129a] PLAINTIFFS' EXHIBIT No. 34

Mr. Lewin—Question No. 12—Total amounts paid INS stringmen in Canada in (a) 1941 and (b) 1942.

(Copy)

12—Total amounts paid INS stringmen in Canada in (a) 1941 and (b) 1942.
(a)—1941—$1,120.00
(b)—1942— 980.00

[fol. 3130] PLAINTIFFS' EXHIBIT No. 35

Mr. Lewin—Question No. 13—How many of the 1864 reporters, correspondents and stringmen of INS in August 1942 were (a) full time reporters and correspondents, (b) part time reporters and correspondents, (c) stringmen. Same information for the 207 foreign.

(Copy)

13—How many of the 1864 reporters, correspondents and stringmen of INS in August 1942 were
(a) full time reporters and correspondents—None
(b) part time reporters and correspondents—None
(c) stringmen—All—1864
The 207 foreign previously listed were all stringmen.

[fol. 3131] PLAINTIFFS' EXHIBIT No. 37

Mr. Lewin—Question No. 15—The names of all U. S. evening newspapers having a circulation of 10,000 or more subscribing to INS service on August 1, 1942 which did not also have the news services of UP or AP. (Note: We can only find 4 in that category, namely, Bayonne, N. J. Times; Wooster, O. Record; Newcastle, Pa., News; and Austin Tex. Tribune.)

May 3, 1943.

No. 15—Bayonne, N. J. Times; Wooster, Ohio, Record; New Castle, Pa. News; Austin, Texas, Tribune.

W. B. G.

[fol. 3132] PLAINTIFFS' EXHIBIT No. 38

Mr. Lewin—Question No. 16—The names of all U. S. morning newspapers having any circulation whatever which subscribed to INS service on Aug. 1, 1942 which did not also then have the news services of UP or AP. (Note: We can only find 4 in that category, namely, Indianapolis, Ind. Commercial; Winchester, Ind. News; Winchester, Ind. Journal Herald; Cleveland, O. Daily Legal News.)

May 3, 1943.

No. 16—Indianapolis, Ind. Commercial; Winchester, Ind. News & Journal-Herald; Cleveland, Ohio, Daily Legal News.

W. B. G.

[fol. 3133] PLAINTIFFS' EXHIBIT No. 39

Mr. Lewin—Question No. 17—How many customers of INP listed on Defendants' Exhibit 12 were receiving their pictures by (a) leased wire (b) mail and (c) messenger.

Item #17

The following customers received their service by

Wire	17
Messenger	13
Mail-Domestic	53
Mail-Foreign	59

The clients receiving service by wire are also included in the ones receiving it by mail (domestic) as only part service was sent over the Sound Photo System.

[fol. 3134] PLAINTIFFS' EXHIBIT No. 40

Mr. Lewin—Question No. 18—Proportions (percentages) of the total INP revenues in 1941 derived from (a) pictures delivered by leased wire and (b) delivered by other means.

King Features Syndicate, Inc.

Proportions (percentages) of the total INP revenues in 1941 derived from (a) pictures delivered by leased wire and (b) delivered by other means

(a) Pictures delivered by leased wire	23.19%
(b) Pictures delivered by other means	76.81%

[fol. 3135] PLAINTIFFS' EXHIBIT No. 42

Mr. Lewin—Question No. 20—Correct the list of newspapers furnished by Mr. Berkson last August in response to Government Question No. 2, purporting to list all newspapers obligated to INS as of August 1, 1942 to furnish local news to INS, so as to eliminate all papers, such as the Times-Herald of Washington, D. C. which declined so to contract (Note: I gathered from your testimony that all AP members, for example the Washington Post, should be eliminated).

Question No. 20

The Advance, Burlingame, Calif.
Post-Enquirer, Oakland, Calif.
News, Vallejo, Calif.
Democrat, Woodland, Calif.
Times, Ft. Lauderdale, Fla.
Tropics, Miami Beach, Fla.
Journal, Eldorado, Ill.
Republican, Marion, Ill.
Press, Marseilles, Ill.
Journal-Gazette, Mattoon, Ill.
Mail, Olney, Ill.
News, Alexandria, Ind.
World, Bloomfield, Ind.
Telephone, Bloomington, Ind.
Reporter, Greenfield, Ind.
News, Greensburg, Ind.

Times, Hammond, Ind.
Ledger, Noblesville, Ind.
News-Sentinel, Rochester, Ind.
Times-Gazette, Union City, Ind.
Democrat, Washington, Ind.
News-Telegraph, Atlantic, Ia.
Ledger, Fairfield, Ia.
News, Mt. Pleasant, Ia.
Journal, Nevada, Ia.
Cedar Valley Times, Vinton, Ia.
Times-Journal, Bowling Green, Ky.
Times, Beverly, Mass.
Item, Clinton, Mass.
News, Framingham, Mass.
Times, Gloucester, Mass.
News, Milford, Mass.
Newburyport News, Newburyport, Mass.
Chronicle, North Attleboro, Mass.
Times, Woburn, Mass.
Times, Detroit, Michigan
Leader, Mt. Clemens, Michigan
Times, Bayonne, N. J.
Courier, Camden, N. J.
American, Cohoes, N. Y.
Bulletin, Endicott, N. Y.
Examiner, Bellefontaine, Ohio
Crescent News, Defiance, Ohio
Reporter, Dover, Ohio
Times, Fostoria, Ohio
News-Republican, Kenton, Ohio
Journal, Lisbon, Ohio
Times, Martins Ferry, Ohio
Times, New Philadelphia, Ohio.
Leader, St. Marys, Ohio
Globe, Shelby, Ohio
News, Sidney, Ohio
Chronicle, Uhrichsville, Ohio
Citizen, Urbana, Ohio
Record, Wooster, Ohio
News, Eugene, Ore.
Gazette, Aliquippa, Pa.
Courier, Bristol, Pa.
Telegraph, Brownsville, Pa.

Times, Chester, Pa.
Courier, Connellsville, Pa.
Intelligencer, Doylestown, Pa.
Times, Erie, Pa.
Sentinel, Lewistown, Pa.
News, McKeesport, Pa.
News, New Castle, Pa.
Journal, Philipsburg, Pa.
Spirit, Punxsutawney, Pa.
Record, Renovo, Pa.
Herald, Tyrone, Pa.
News, Vandergrift, Pa.
Times, West Warwick, R. I.
Times, Amarillo, Texas
Tribune, Austin, Texas
Cuero Record, Cuero, Texas

[fol. 3136] PLAINTIFFS' EXHIBIT No. 43

Mr. Lewin—Question No. 21—List of the U. S. newspapers subscribing to INS news service as of August 1, 1942 which had exclusive rights of publication in their territories (similar to Times-Herald).

INTERNATIONAL NEWS SERVICE

No Oral Instructions

Office Memorandum

April 26, 1943

To Mr. E. M. Gundy From Mr. Walter E. Moss

DEAR MR. GUNDY:

Replying to the attached memo.

Exclusive Contracts

Cincinnati, Ohio, Times Star.
Easton, Pa. Express.
Kankakee, Ill. Republican News.
New York City, Wall Street Journal (applies to ticket service only).
New York City, Greek Atlantic (applies to Greek paper only).

Minneapolis, Minn. Star.
Miami, Fla. Herald.
Harrisburg, Pa. Patriot News.
Wichita Falls, Texas, Times & Record News.
Washington, D. C. Times Herald.
Scranton, Pa. Times.
Salt Lake City, Utah, Telegram.
Staten Island, N. Y., Advance.

Sincerely yours, Walter E. Moss.

WEM:CK.

[fol. 3137] PLAINTIFFS' EXHIBIT No. 44

Mr. Lewin—Question 22—List of the U. S. newspapers subscribing to INS news services under asset value contract respective amounts payable to them should INS be sold to their competitors.

Copy

Franchise Contracts

	Asset Value
Albany, N. Y. Knickerbocker News	$25,000.00
Albuquerque, N. M. Journal	30,000.00
Allentown, Pa. Chronicle	13,000.00
Akron, Ohio, Beacon Journal	25,000.00
Atlanta, Ga. Journal	35,000.00
Austin, Texas, American Statesman	25,000.00
Beaumont, Texas, Enterprise & Journal	57,610.00
Binghamton, N. Y. Press	11,000.00
Bridgeport, Conn. Post	15,000.00
Canton, Ohio, Repository	30,000.00
Cedar Rapids, Iowa, Gazette	40,000.00
Charleston, S. C. Post-News-Courier	15,000.00
Chattanooga, Tenn. News Free-Press	50,000.00
Cincinnati, Ohio, Enquirer	50,000.00
Dallas, Texas, Times Herald	199,188.60
Daytona Beach, Fla. News-Journal	4,500.00
Dubuque, Iowa, Telegraph Herald	30,521.55
Elizabeth, N. J. Journal	14,000.00
El Paso, Texas, Times	35,000.00
Eureka, Cal. Standard & Times	6,500.00
Fall River, Mass. Herald-News	7,500.00
Gary, Ind. Post Tribune	35,000.00

Franchise Contracts—(Continued)

	Asset Value
Greenville, S. C. Piedmont	10,000.00
Hammond, Ind. Times	20,000.00
Hartford, Conn. Times	20,000.00
Johnstown, Pa. Tribune-Democrat	25,000.00
Lansing, Mich. State Journal	20,000.00
Lowell, Mass. Sun & Citizen-Leader	11,000.00
Loraine, O. Journal and Mansfield, Ohio, News-Journal	10,000.00
Memphis, Tenn. Commercial Appeal	50,000.00
Miami, Fla. News	37,500.00
Mobile, Ala. Press Register	35,000.00
Nashville, Tenn. Tennessean	25,000.00
Nashville, Tenn. Tennessean	10,000.00
New Bedford, Mass. Standard Times	8,060.00
Omaha, Neb. World Herald	30,000.00
Pasadena, Cal. Star News	21,200.00
Passaic, N. J. Herald News	10,000.00
Peoria, Ill. Journal Transcript	35,000.00
Phoenix, Ariz. Republic & Gazette	18,000.00
Pontiac, Mich. Daily Press	22,510.00
Providence, R. I. Journal-Bulletin	65,000.00
Rochester, N. Y. Times Union & Democrat-Chronicle	93,000.00
Rockford, Ill. Register Republic	15,000.00
Sacramento, Cal. Bee	55,000.00
Fresno, Cal. Bee	55,000.00
Modesto, Cal. Bee	
[fol. 3138] San Diego, Cal. Tribune-Sun-Union	50,000.00
San Jose, Cal. News	9,000.00
Santa Barbara, Cal. News Press	12,000.00
Savannah, Ga. News & Press	40,000.00
Scranton, Pa. Tribune-Scrantonian	24,000.00
South Bend, Ind. Tribune	30,000.00
Springfield, Ill. State Journal	22,500.00
Springfield, Mo. News Leader & Press	40,000.00
Stockton, Cal. Record	18,500.00
Toledo, O. Blade	17,573.40
Trenton, N. J. Times	12,500.00
Troy, N. Y. Record	17,500.00
Vallejo, Cal. Chronicle & Times Herald	9,000.00
Washington, D. C. Post	30,000.00
Waterloo, Iowa, Courier	32,880.00

Wilmington, Del. Journal & News	24,000.00
Youngstown, O. Vindicator	13,000.00
Zanesville, O. Signal	7,500.00

[fol. 3139] PLAINTIFFS' EXHIBIT No. 45

Mr. Lewin—Question No. 23—List of INP leased wire picture customers, other than Hearst papers, entitled to exclusive use of the pictures in their territories.

April 28, 1943

Sincerely, Frank J. Gilloon.

FJG:mj.

Answering your note of April 26:

#23—the following papers are entitled to the exclusive use of our Soundphoto service in their territories:

McKeesport, Pa., Daily News.
Toledo, Ohio, Blade.
Newark, N. J. Star-Ledger (cancels April 30).
Washington, D. C. Times-Herald.

Sincerely, Frank J. Gilloon.

FJM:mj.

[fol. 3140] PLAINTIFFS' EXHIBIT No. 46

Mr. Lewin—Question No. 24—List of INP picture customers receiving pictures by other means than leased wire, other than Hearst papers, entitled to exclusive use of the pictures in their territories. (Note: We suggest that at least Indianapolis, Ind. News and Portland Ore. Journal have such contracts.)

April 28, 1943

E. M. Gundy

Frank J. Gilloon

DEAR ED:

Answering your note of April 26:

#24—the following papers receive our pictures by mail and have exclusive rights to them in their respective territories:

Binghamton, N. Y. News.
Buffalo, N. Y. News.

Davenport, Iowa, Times.
Des Moines, Iowa, Reg. & Tribune.
Ft. Worth, Texas, Star-Telegram.
Indianapolis, Ind., News.
Louisville, Ky. Times.
Easton, Pa. Express.
St. Louis, Mo. Post-Dispatch.
Vallejo, Calif., Times-Herald & Chronicle.
Wichita, Kansas, Beacon.
Westchester Cty. Pub. Co., Yonkers, N. Y.

Sincerely, Frank J. Gilloon.

FJG:mj.

[fols. 3141-3143] PLAINTIFFS' EXHIBIT 2 Ch. for Id.

This Agreement, relating to the Chicago Tribune Press Service, made at Chicago, Illinois, on ——, 19—, between the supplier of said service, the Chicago Tribune-New York News Syndicate, Inc., a Delaware corporation (hereinafter for brevity called "CTPS") and —— (hereinafter called "Subscriber"), the publisher of the —— (hereinafter called the "Subscriber's newspaper").

Witnesseth:

In consideration of the sum of One Dollar ($1.00) by each of the parties to the other in hand paid, the mutual promises of the parties, and other good and valuable considerations, it is mutually agreed by and between the parties hereto as follows:

1. CTPS will, during the term beginning on ——, 19—, and ending on ——, 19—, contract for the maintenance of a leased wire service to the office of Subscriber and will maintain in the office of Subscriber a printer-telegraph machine suitable for the reception of news items and stories transmitted to Subscriber. CTPS will, during the term of this contract, transmit to Subscriber the regular news service prepared by CTPS for its subscribers, including news originating from the Chicago Tribune, the CTPS local staff at Chicago, Illinois, and at New York City, news filed from the Washington Bureau of the Chicago Tribune and New York News, and news from the Chicago Tribune and New York News foreign correspondents.

2. CTPS hereby grants to Subscriber the right to publish in the Subscriber's newspaper all of such news service transmitted to Subscriber by CTPS.

3. Subscriber agrees to furnish to CTPS, at the office of Subscriber, without cost to CTPS, all local news and special service from tributary news territory collected by Subscriber.

4. The obligations of CTPS are subject to the ability of wire companies to furnish facilities, and CTPS shall not be responsible for failure or delay in the transmission of such news service occasioned by act of any such wire company or any governmental agency, or by storms, strikes, acts of God, or the public enemy, or by any other cause whatsoever beyond its control.

5. CTPS shall in no event be liable for any loss or damage resulting from the publication of any news or other material received by Subscriber from CTPS.

6. Subscriber agrees that it will not furnish, or permit to be furnished by its employees or from its office, any portion of the news service received from CTPS, or any news tips therefrom, to any other person, corporation, publication or publisher, and that it will not, without the written consent of CTPS, make any use of said news service other than to publish it in the Subscriber's newspaper. The Subscriber also agrees to respect all release pledges on advance matter and to carry proper copyright lines on all copyrighted matter. It is understood that Subscriber shall not be required to carry a CTPS credit line on matter furnished it by CTPS, except when specially requested by CTPS.

7. Subscriber shall, during the term of this agreement, pay CTPS the sum of —— Dollars ($——), per week, all sums accruing in any one month to be due and payable on or before the tenth of the following month.

8. If the Subscriber fails to keep any of the agreements herein contained by said Subscriber to be kept, or if the Subscriber becomes insolvent, makes an assignment for the benefit of creditors, is adjudged a bankrupt, or a receiver of the property or business of the Subscriber is appointed, CTPS may suspend the transmission of the above described news service hereunder and at its election, may terminate

this contract. Such suspension or termination shall not prejudice any right of action of CTPS existing by reason of a breach of this contract.

9. Unless sooner terminated, as hereinabove provided, this contract shall be extended on the same terms for a further period of one year from and after the date upon which the period specified in paragraph 1 ends, unless either party shall give to the other party written notice by registered mail, at least thirty days prior to said date, of its desire to terminate this contract as of said date. In like manner, the contract shall be extended on the same terms for successive periods of one year each thereafter, unless either party shall give to the other party such notice at least thirty days prior to the end of the then current year.

10. No assignment of this contract, or of any rights hereunder, by operation of law or otherwise, shall be valid unless CTPS shall expressly consent, in writing, to such assignment.

11. This agreement shall not be binding until it shall have been accepted at Chicago, Illinois, or New York, New York, by CTPS, by its president, vice president, secretary, assistant secretary, treasurer, assistant treasurer, manager, or assistant manager, and such acceptance shall have been noted hereon.

12. The printed and written provisions hereof constitute the whole agreement between the parties and no oral modification thereof or addition thereto shall be binding upon said parties.

In Witness Whereof, this agreement has been executed by the duly authorized officers of the parties, on the day and year first above mentioned.

Chicago Tribune-New York News Syndicate, Inc. (CTUS). By ——. Title: ——. —— —— (Subscriber). By ——. Title: ——.

Accepted (Chicago, Illinois; New York City, N. Y.) ——, 19—. Chicago Tribune-New York News Syndicate, Inc. By ——. Title: ——.

[fol. 3144] IN DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

UNITED STATES, Plaintiff,

v.

THE ASSOCIATED PRESS, et al., Defendants

Before: L. HAND, SWAN and AUGUSTUS N. HAND, *Circuit Judges.*

On motion by the plaintiff for summary judgment under Rule 56(a), in an action to enjoin a combination in restraint of interstate commerce in violation of the Sherman Act and the Clayton Act.

Charles B. Rugg, John Henry Lewin, for the plaintiff.

Timothy N. Pfeiffer, Morris Hadley, for the Associated Press, et al.

Robert T. Neill, for a special committee of the Associated Press members in smaller communities.

Weymouth Kirkland, for the Chicago Tribune, and Robert R. McCormick.

OPINION—Oct. 6, 1943

L. HAND, *C. J.:* This action comes before a special court, convened under §28 of Title 15, U. S. Code, upon a motion by the plaintiff for summary judgment. The complaint charged that the defendants had conspired to restrain and monopolize interstate commerce in violation of the Sherman [fol. 3145] Act and the Clayton Act, and prayed that they be enjoined. The particulars of the charge may be summarized as follows: (1.) a by-law, restricting membership in the Associated Press—which we shall call AP—to such applicants as a majority of all the members may elect, and then only upon conditions which we shall describe later; (2.) other by-laws, forbidding members of AP and their employees to communicate to anyone else any "spontaneous news", so-called, communicated by them to AP, and forbidding AP to communicate its dispatches to non-members; (3.) the purchase by AP of the shares of a news picture company—Wide World Photos, Inc.—(this in violation of § 7 of the Clayton Act); (4.) an agreement of AP with the Canadian Press, a similar organization operating in Canada, by which each furnishes its

news exclusively to the other. The defendants have answered, and much evidence has been taken in the form of interrogatories, admissions under Rule 36, examinations before trial, and affidavits. Upon all of these the plaintiff has now moved for summary judgment. Although upon such a motion we are confined to such facts as are not disputed, or as to which the dispute does not raise any substantial issue, for reasons that will appear we hold that a trial will not be necessary. The case is therefore in posture for final disposition both as to those matters as to which we decide in the plaintiff's favor, and as to those as to which we decide in the defendants.'

AP is a New York corporation organized in 1900, the successor of an Illinois corporation of the same name. It is not a profit-making company, but strictly co-operative, paying its expenses by assessments levied upon its members, and never declaring any dividends, although it has accumulated large assets. Its purpose, as its charter declares, is "the collection and interchange, with greater economy and efficiency, of information and intelligence for publication in the newspapers" of its members. The news which it gathers is of two kinds, domestic and foreign; and originally it relied for the first largely upon the interchange of news between members, the association acting somewhat [fol. 3146] as a clearing house. News, gathered in this way on the spot—"spontaneous news"—is still sent by members to be properly edited at the central offices which then send it out at large. In recent years, however, although news so collected still remains an important part of its dispatches, AP has itself set up so many collecting agencies that the importance of such news has much diminished. Similarly as to foreign news. Originally AP obtained this from collecting agencies abroad whose dispatches it received and transmitted to its members after proper editing. As it has grown in size, however, it has set up its own foreign agencies like its domestic ones, and has come to depend less and less upon independent foreign news gatherers.

Since the plaintiff's chief attack is upon the by-laws, we must state these in some detail; especially those governing the admission of members, which are the turning point of the whole action, as will appear. The earlier Illinois corporation did not admit any applicant over the veto of existing members with whom the applicant was

competing (papers in the same "field" in the same city).

AP changed this by giving power to the members at large to overrule such vetoes by a four-fifths vote. Very recently, and after the Department of Justice showed signs of moving against it, AP reduced the vote necessary to overrule a veto, and at present applicants can be admitted by a bare majority vote of all the members at large. Admission is, however, subject to certain conditions which we shall describe later—relaxed in one respect after this action was brought. The plaintiff argues from this progressive retreat, and from the paucity of admissions in the past that —whatever AP's present surface complaisance—experience proves that the majority always, or at least usually, will yield to the inevitable pressure of members in the same "field" in the same city, to resist the admission of competing applicants. We agree that, even though the by-laws were valid on their face, evidence, drawn from past practice, might be strong enough to justify the inference that [fol. 3147] they would be administered substantially as though they had not been changed; but we ought to make no such assumption upon a motion for summary judgment, for we should be deciding a controversial issue on which the defendants would have the right to a trial. Therefore we disregard all the evidence as to admission of members in the past; not because that is not pertinent, but because it is not persuasive enough to put the issue beyond substantial question. Nevertheless, although the defendants are entitled to have us treat the by-laws as they read, they are not entitled to have us assume that those motives will not be operative in their enforcement which ordinarily actuate human beings similarly situated.

Article II of the by-laws divides members into two classes: "regular," and "associate." Only the "sole owner of a newspaper * * * shall be eligible." Every applicant must, in his or its application, describe the "field" —that is whether a morning, afternoon, or Sunday paper —in which his or its newspaper is published, and must specify the newspaper which is to receive the service. A member ipso facto ceases to be such when he ceases to own the newspaper described in his certificate, or when that newspaper ceases regular publication. A "retiring owner may, however, * * * assign his or its certificate of membership to the succeeding owner of such newspaper

and such succeeding owner shall thereupon become a member of the same class as the predecessor upon signing the roll of members" etc. "When a change shall be made in the ownership of any newspaper * * * the member may transfer his or its certificate of membership with his or its newspaper, and the new owner shall be constituted a member of the same class as the predecessor by virtue of such assignment."

Article III provides for the admission of members. The owner of any newspaper may be admitted by the affirmative vote of a majority of the "regular" members, voting in person or by proxy at a regular meeting, or at a special meeting called for the purpose. "Where there are one or [fol. 3148] more existing memberships in the field (morning, evening, or Sunday) in the city in which an applicant has been so elected, he or it shall not be admitted to membership" except upon the payment of "a sum equal to ten (10%) per cent of the total amount of the regular assessments received by the Corporation from members in the field (morning, evening, or Sunday) in the city in which the applicant has been elected to membership, during the period from October 1, 1900, to the first day of the month preceding the date of the election of the applicant." (Until an amendment was made in this by-law after the complaint was filed, it had provided that the sum must also not "be less than three times the current annual regular assessments"). In addition, "the applicant shall relinquish any exclusive right that he or it may have * * * to any news or news picture services * * * and when requested to do so by any member or members in the field in the city * * * shall require the said news or news picture services * * * to be furnished to such member * * * upon the same terms as they are made available to the applicant." The moneys paid by the applicant are to be distributed among the members "in the field in the city * * * in proportion to the regular assessments paid by them over the period from October 1, 1900." If any such member chooses to release ("waive") his share, the applicant's burden is reduced accordingly. An alternative method of admission is by the Board of Directors; but this is limited to "a field in a city where there is no existing membership," or, if there are one or more such memberships, to cases where the "members in such field and city shall have waived the payment, in whole or in part."

Article VII defines the rights of the members. The regular members alone may vote; associate members may attend meetings, but may not vote; each regular member has one vote by virtue of his membership, and additional votes—not more than forty for each member—reckoned at the rate of one vote to each $25.00 of the corporation's bonds which he holds. The board of directors determines [fol. 3149] the nature and extent of the news service to be received by a member. "The news service of this Corporation shall be furnished only to the members thereof, or to newspapers owned by them and specified in their certificates of membership. A member shall publish the news * * * only in the newspaper, the language and the place specified in such member's certificate of membership and shall not permit any other use to be made of the news furnished."

Article VIII describes the duties and obligations of the members. "Each member shall take the news service of the Corporation and publish the news regularly in whole or in part in the newspaper named in the Certificate of Membership. Each member shall also promptly furnish to the Corporation * * * all the news of such member's district, the area of which shall be determined by the Board of Directors." "The news which a member shall furnish * * * shall be all such news as is spontaneous in its origin," but not any other news—especially no news "which has originated through deliberate and individual enterprise on the part of such member." "No member shall furnish * * * to any person who is not a member the news of the Corporation in advance of publication," or furnish any news to another member which AP is itself debarred from furnishing to that member. "No member shall furnish or permit anyone to furnish to anyone not a member of this Corporation, the news which he or it is required by the By-Laws to supply to this Corporation, or which he or it obtains from the Corporation or from any other member by virtue of his membership. Provided, however, that associate members may furnish or permit to be furnished to non-members, any news which they are required by the By-Laws to furnish to the Corporation."

At the present time, 1274 newspapers are members of AP, of which 303 are morning, and 887 evening, papers. Of these, ninety-nine hold bonds in the amount of $1,000 or more, each of these having forty votes, as we have said. (These ninety-nine newspapers thus have nearly eighty

per cent of the voting power). After receiving the news from its own agencies and elsewhere; AP edits it and by [fol. 3150] teletype transmits it to the members and to them alone. In levying assessments upon members it divides the United States into areas determined by cities, with a surrounding territory generally of not more than ten miles. The entire levy is allocated "fundamentally upon a plan of distributing the total cost * * * in proportion to the population served by each member." Each allotment is then divided among all the members in the same "field" and city in proportion to their number, not to their circulation. In the course of its existence AP has accumulated tangible property, estimated by it at more than $7,000,000—most of which is in the City of New York. In addition, it appraises its "good-will" and other intangibles at $12,000,000.

Eighty-one per cent of the morning newspapers of the United States are members, and 59% of the evening newspapers; the aggregate of circulation of these newspapers is 96% of the total circulation of morning newspapers in the United States, and 77% of that of the evening newspapers. It has its own staff of 5394, to whom should be added those engaged in gathering news in the employ of associate news services and of members. All in all, there are over 100,000 persons engaged in gathering news which is transmitted to it. It has 290,000 miles of leased news wires connecting 727 cities, and ninety-four news bureaus in the United States; and it has offices in more than 250 cities in this country and elsewhere. Its annual budget is approximately $12,000,000. There are sixty-four morning newspapers in the United States, having a circulation of over 50,000; all but one of these—the Chicago Sun—are members; and all but two of the morning newspapers having a circulation of between 25,000 and 50,000, are members. Aside from the news which it gathers from its members and through its staffs, it contracts with a number of individuals called "string men", who also gather news and send it on to the proper office, being paid only for what is accepted and printed.

There are a great many other news gathering associations of one sort or another in the United States; but of these, [fol. 3151] only two are comparable in size and efficiency with AP—United Press (which we shall call UP) and International News Service (which we shall call INS). UP is the larger: it is a corporation organized for profit, unlike

AP. It makes contracts with its customers at stated rates, and without any exclusive provision except that out of 981 domestic subscribers, it has entered into "asset-value" contracts with 215—scattered among 144 cities. This means that, if another paper wishes to secure UP service but will compete with the holder of an "asset-value" contract, the newcomer must pay to the holder the amount stated as the "asset-value" of his contract. For the year 1941 UP's expenses were nearly $7,000,000; it maintained sixty-one news bureaus, and thirty-three foreign offices; it had 2885 employees, and received news gathered by the staffs of 584 domestic newspapers and 454 domestic radio stations; it had 176,000 miles of leased wires. Many newspapers—apparently over 300—which are members of AP, also subscribe to UP; it served 40% in number, and 64% in circulation of the daily morning papers written in English, and 45% in number and 65% in circulation of the evening newspapers. Of the sixty-four newspapers with a circulation of over 50,000, it served thirty-nine, and of the forty-six with a circulation of between 25,000 and 50,000, it served twenty-three. Upon this motion we must take it as in dispute whether the general opinion in the calling is that the service of UP is better than that of AP, or vice versa; many prefer the foreign and financial services of UP; some, even its domestic service. There have been instances of members of AP surrendering their rights and taking on UP service, and vice versa.

INS is a department of a larger corporation, organized for profit like UP—the King Features Syndicate, Inc.—which combines a "straight" news service, a news photograph service, and a "feature syndicate": *i. e.* furnishing comment upon the news, comic strips, stories, etc. INS alone incurred expenses in 1941 of $2,600,000; it had 592 subscribers, of whom 338 were newspapers, and 182 radio stations; it maintained thirty-two domestic, and six foreign [fol. 3152] bureaus, and employed for newsgathering purposes over 2100 persons, including its "string men." In addition, some seventy-five newspapers, and a number of radio stations furnished it with local news. It maintained a leased wire system connecting 186 cities. Like UP, it also makes "asset-value" contracts with its subscribers. Some newspapers are members of AP and also have "asset-value" contracts with both UP and INS. This is true in twenty-six cities, in which there is either only one daily

paper or several owned in common; it is also true in eighteen other cities where the only morning or evening paper is in the same position. In such cases no newspaper can obtain any of the three services without a substantial payment to the papers already in possession. We insert in the margin,* a table of the cost of admission to AP in accordance with its present rule, requiring the payment of ten per cent of the aggregate past assessments paid in the assessing areas since 1900. The "asset value" of six of the UP contracts was under $10,000; of twenty it was between $10,000 and $20,000; of fifteen, between $20,000 and $30,000; of six, between $30,000 and $40,000; of four, between $40,000 and $50,000; of one, between $50,000 and $60,000; and of one, between $60,000 and $70,000. There are no figures, so far as we can find, as to INS.

There are in this country, at least twenty to thirty other news agencies of various kinds; of these the most important are the Chicago Tribune-New York News Syndicate, the [fol. 3153] New York Herald Tribune Syndicate, and the New York Times News Syndicate. Each of these furnishes its service to any subscriber who meets its terms, but will ordinarily not furnish the service to two subscribers in the same city. It is not necessary to explain in detail the extent of these services; they are all substantial, but depend for the most part upon their own news gathering, as they are forbidden to distribute AP news by virtue of the AP by-laws. In competition with AP's picture service is Acme News Photos, Inc. There is so much dispute as to the rela-

---

	Morning and Sunday	*Evening*
New York	$824,333.82	$575,003.49
Chicago	334,250.46	342,310.35
Detroit	152,789.68	154,606.86
Los Angeles	228,126.82	134,709.80
St. Louis	182,323.42	186,882.23
Baltimore	169,163.78	148,658.13
Boston	253,680.16	218,917.92
Cleveland	144,865.63	131,474.18
Philadelphia	286,719.35	288,115.26
Pittsburgh	188,598.87	147,606.41
Washington, D. C.	118,930.08	88,293.20

tive efficiency of these two services that we must take it that Acme is at least the equal of AP. There have been a number of newspapers which have grown to very large size without AP service; the New York Daily News is an outstanding example, reaching a circulation of 1,200,000 before it became a member. The Chicago Sun,—which has never succeeded in becoming a member—in July, 1942, had attained a circulation of 327,000, and a Sunday circulation of over 400,000. Among others of very substantial circulation are the Cleveland Press, the Pittsburgh Press, the East St. Louis Journal, and the Harrisburg Evening News. Until 1937 the New York Daily Mirror, and until 1936 the New York Journal, each achieved extremely large circulations indeed, without membership.

In 1941 AP bought all the shares of Wide World Photos, Inc. This company had been furnishing news pictures to newspapers—both members of AP and others; and it was in competition with AP, which paid $359,000 for its business in the western hemisphere and in all possessions of the United States. The seller—the New York Times—agreed not to sell news pictures in this territory for fifteen years; it had found the Wide World Photos, Inc., not a profitable undertaking, and that AP itself furnished adequate picture service. Six hundred and thirty-seven out of the 1274 members of AP took the AP picture service, which it rendered to members alone. At the time of the transfer, the Wide World Photos, Inc. had 127 customers in all parts of the world—sixty of whom were English language news- [fol. 3154] papers in the United States. Forty-three of these were members of AP and eighty-four were not: of the forty-three AP members, all but seven also took pictures from AP. After buying the share, AP changed the name of its picture service to "Wide World Features", and advertised it as the most complete coverage of news photographs and features. The old Wide World service has now been discontinued as to every subscriber in the United States who is not an AP member, except the newspaper, "PM." One of the important assets purchased was the "morgue" *i. e.* a large collection of pictures suitable for publication.

The Canadian Press is the Canadian counterpart of AP; its by-laws provide: "No member shall furnish news * * * of the Canadian Press nor his own local news to which the Corporation has exclusive rights, to any person in Canada who is not a member of the Corporation,

nor to any United States news agency or newspaper other than the Associated Press and its members." On November 1, 1935, AP and the Canadian Press agreed that the Canadian Press would furnish its news exclusively to AP outside of its own territory, and would prevent any of its members from furnishing its own news or local news to any newspapers or agencies other than AP and its members. The consideration for this promise was a similar promise by AP not to sell to anyone other than the Canadian Press in Canadian territory. On September 15, 1942, the Canadian Press had eighty-seven regular members and one associate member, and in February, 1943, there were at least seven daily newspapers in the Dominion of Canada which were not members of the Canadian Press. The aggregate circulation of members of that association was 2,305,203; and of those who were not its members, 116,583. UP has a wholly owned subsidiary, called the British United Press, which covers Canadian news. Its subscribers in Canada are fifty-three newspapers and thirty-nine radio stations; it exchanges news with UP. All Canadian radio stations which are subscribers to the British United Press must supply their local news to it. INS, The Chicago [fol. 3155] Tribune and the New York Times, also have newsgathering means in Canada.

The by-laws of AP are in effect agreements between the members: that one which restricts AP to the transmission of news to members, and that which restricts any member to transmitting "spontaneous" news to the association, are both contracts in restraint of commerce. They restrict commerce because they limit the members' freedom to relay any news to others, either the news they learn themselves, or that which they learn collectively through AP as their agent. The commerce which they restrict is interstate commerce. Associated Press v. National Labor Relations Board, 301 U. S. 103. However, as everyone now agrees, since the decisions of the Supreme Court in Standard Oil Company v. United States, 221 U. S. 1, and American Tobacco Company v. United States, 221 U. S. 106, restriction alone is not enough to stamp a combination as illegal; it must be "unreasonable" in the sense that the common-law understood that word; and that never has been, and indeed in the nature of things never can be, defined in general terms. Courts must proceed step by step, applying retroactively the standard proper for each

situation as it comes up, just as they do in the case of negligence, reasonable notice, and the like. As good a statement as any of the common-law upon the subject is that in the Restatement of Torts (§ 765, Vol. IV, Comment on Subsection 2): "Decision in each case depends upon a comparative appraisal of the values of the object sought to be accomplished by the actors' conduct, the effects of such conduct and of the object on competition and on business enterprise, and the opposing interests of the actors in freedom of action and of the person harmed in freedom of opportunity to do business." Again, "self-interest particularly a purpose to advance the business interest of the actors, may be a justification even though the harm caused by the refusal" (to deal) "is intended to be the means of advancing that interest."

There are some situations in which the liabilities have now become settled. No combination fixing prices is valid; [fol. 3156] it is no excuse that some such arrangement may be necessary to prevent destructive price wars or the like. Whatever doubts were thrown upon United States v. Trenton Potteries Company, 273 U. S. 392, by Appalachian Coals, Inc. v. United States, 288 U. S. 344, 375, and Sugar Institute, Inc. v. United States, 297 U. S. 553, 599, have been finally laid in United States v. Socony-Vacuum Oil Co., 310 U. S. 150, 210-228. Again, if a combination effectively excludes, or tries to exclude, outsiders from the business altogether, it is a monopoly, or an incipient monopoly, and it is unconditionally unlawful. Addyston Pipe & Steel Co. v. United States, 175 U. S. 211; Montague v. Lowry, 193 U. S. 38; Fashion Originators' Guild v. Federal Trade Commission, 312 U. S. 457; American Medical Association v. United States, 317 U. S. 519. That is indeed the standard type of an illicit combination. A third instance is an attempt indirectly to extend the scope of a lawful monopoly: *e. g.* a patent or a copyright, beyond the terms of the grant, even though the sanction employed is no more than the monopoly itself. Standard Sanitary Manufacturing Co. v. United States, 226 U. S. 20; Interstate Circuit, Inc. v. United States, 306 U. S. 208; Ethyl Gasoline Corporation v. United States, 309 U. S. 436. Finally, a combination may be illegal because of the means used to effect purposes lawful in themselves; and the means may be unlawful although it would not be, if used by a single person. It is arguable that a boycott, for instance, is always

such a means: *i.e.* any use by a combination of its economic power to force a third person not to deal with another whom the combination wishes to coerce. At least, there is language in the books which lends itself to such a conclusion. Loewe v. Lawlor, 208 U. S. 274; Duplex Printing Press Co. v. Deering, 254 U. S. 443; Bedford Cut Stone Co. v. Journeymen Stonecutters' Association, 274 U. S. 37; Fashion Originators Guild v. Federal Trade Commission, supra (312 U. S. 457). It is unnecessary to enumerate more of those means which have been condemned; and indeed, since they are generally part of an effort to monop- [fol. 3157] olize, it is not always easy to be sure that that has not been the basis of their condemnation.

But these settled instances are not exhaustive; they are only illustrations of a general doctrine, whose scope they do not measure. When a situation does not fall within one of them, a court is forced to weigh the advantages gained by the combination against the injury done to the public, and apparently in this connection the public is the "purchasers or consumers" whom the combination will deprive "of the advantages which they derive from free competition." Apex Hosiery Co. v. Leader, 310 U. S. 469, 501. It is not necessarily enough that a combined refusal to deal with others always has a weightier impact than that of an individual; as courts have frequently recognized that it must have. Grenada Lumber Co. v. Mississippi, 217 U. S. 433, 440; Binderup v. Pathe Exchange, Inc., 263 U. S. 291, 312; Federal Trade Commission v. Raymond Bros.-Clark Co., 263 U. S. 565, 573, 574. That is indeed a most important element, but alone it will not always serve; a combination may be within its rights, although it operates to the prejudice of outsiders whom it excludes. Anderson v. United States, 171 U. S. 604; Appalachian Coals, Inc. v. United States, supra (288 U. S. 344); Matthews v. Associated Press, 136 N. Y. 333. This is illustrated in addition by those decisions in which, although the court finally condemned a trade association, it went to great lengths to find its apparently innocent regulations a cover for price-fixing; the clear implication being that, without that element, the combination would have been lawful. Eastern States Lumber Association v. United States, 234 U. S. 600; American Column & Lumber Co. v. United States, 257 U. S. 377; United States v. American Linseed Oil Co., 262 U. S. 371; Sugar Institute, Inc. v. United States supra, 597 (297

U. S. 553). On the other hand, in cases like Anderson v. Shipowners' Association, 272 U. S. 359; Paramount Famous Lasky Corp. v. United States, 282 U. S. 30; and United States v. First National Pictures, Inc., 282 U. S. 44, although the combination did not try to fix prices, or altogether to exclude outsiders from the industry, but only to impose [fol. 3158] conditions upon their freedom of action, the injury imposed upon the public was found to outweigh the benefit to the combination, and the law forbade it. We can find no more definite guide than that.

Certainly such a function is ordinarily "legislative"; for in a legislature the conflicting interests find their respective representation, or in any event can make their political power felt, as they cannot upon a court. The resulting compromises so arrived at are likely to achieve stability, and to be acquiesced in: which is justice. But it is a mistake to suppose that courts are never called upon to make similar choices: *i. e.* to appraise and balance the value of opposed interests and to enforce their preference. The law of torts is for the most part the result of exactly that process, and the law of torts has been judge-made, especially in this very branch. Besides, even though we had more scruples than we do, we have here a legislative warrant, because Congress has incorporated into the Anti-Trust Acts the changing standards of the common-law, and by so doing has delegated to the courts the duty of fixing the standard for each case. Congress might have proceeded otherwise; it might have turned the whole matter over to an administrative tribunal, as indeed to a limited extent it has done to the Federal Trade Commission. But, though it has acted, it has left these particular controversies to the courts, where they have been from very ancient times.

As we have said, the crucial by-laws of AP are those which deal with the admission of members, for the fate of the others which the plaintiff challenges depends upon them. They give power to the directors to admit an applicant without condition of any sort and without the consent of any of the members, whenever he is publishing a paper in a "field" in a city in which there are no existing members: that is, in cases where the applicant is not competing with members directly, and does not propose to do so. So far the plaintiff does not object, for while it is true that such an applicant may still remotely compete, that competion may

be disregarded, as the defendants themselves disregard it. When however the applicant is competing in the same [fol. 3159] "field" in a city with existing members, the directors have no power to admit him except upon the consent ("waiver") of his competitors; and while these have no longer their former absolute veto, they retain what we may fairly call a conditional veto. They may require the applicant to get the vote of a majority of all regular members and to fulfill the entrance conditions which we have described. To put the power into the hands of the majority, of whom only a very few can be competitors of the applicant, certainly gives the appearance of liberalizing admission; and unquestionably it has somewhat done so. Indeed, there have at times been sharp election contests, whose conduct was incidentally not always edifying. But, although the change was some abatement of the competitors' earlier control, it by no means opened membership to all those who would be entitled to it, if the public has an interest in its being free from exclusion for competitive reasons, and if that interest is paramount. Although, as we have said, only a few members will have any direct personal interest in keeping out an applicant, the rest will not feel free to judge him regardless of the effect of his admission on his competitors. Each will know that the time may come when he will himself be faced with the application of a competitor; and that will be true even as to those in whose "field" no applicant has as yet appeared. Unless he supports those who now object to the admission of their competitor, he will not in the future be likely to get their support against his own. A by-law which leaves it open to members to vote solely as their self-interest may dictate, disregards whatever public interest may exist. It remains true that the situation may still be one of those in which, in the words of the Restatement, "self-interest * * * may be a justification even though the harm caused by the refusal is intended to be the means of advancing that interest"; but, the opposed interests must be assessed and balanced.

So much for the power of competing members to insist upon a vote of the majority. The conditions which they may exact when an applicant secures such a vote, are [fol. 3160] plainly designed in the interest of preventing competition. The first is the payment of ten per cent of all the assessments paid by members in the same "field"

for a period of over forty years; the payment to be distributed among those who have paid the assessments. This upon its face appears an exaction designed to compensate the applicant's competitors for the loss of their differential advantage, and incidentally to act as a deterrent. The defendants seek to justify it, however, upon the theory that it merely reimburses the competitors for that share in the capital assets which they must yield to him out of their collective interest. There are two answers to this. First, no such payment is required of an applicant who does not compete with any member, though he becomes equally a co-owner of the capital assets, and entitled to his share on any distribution. Second, the percentage was not in fact computed upon the value of the share in the capital assets to which an applicant becomes entitled on admission, even though we include in capital such questionable items as the employees' benefit fund (which, it would seem, could hardly be regarded as beneficial to members) or the value of the good-will (which, in part at any rate, must be dependent upon the power to exclude competitors). The evidence proves beyond doubt that, although the putative value of the assets, tangible and intangible, was a factor, the payments as a whole were also designed to compensate competitors for the loss in value of their membership, arising out of the applicant's improved position as a competitor. This was consistent enough with AP's position that membership is a purely personal privilege; but if that position be ill taken, the condition makes necessary the appraisal of the public interest. The other condition is that an applicant shall relinquish any exclusive right of his own to any news, and news picture, service; and shall "require" such service to be given on the same terms as he enjoys it, to any one of his competitors who demands it. To require him to relinquish his own exclusive rights may perhaps be "reasonable," but certainly it is not so to require him to secure similar rights to others. That may prove a com- [fol. 3161] plete bar to the admission of any applicant who is already a member of a news service not automatically open to all comers.

Is it permissible to treat membership in AP as a purely proprietary privilege? It is not a monopoly in the sense that membership is necessary to build up, or support, even a great newspaper. Such papers have been founded and have thriven without it; they have abandoned it, after they

have used it. Indeed, there appear to be some who think that UP is a better service, at least in some departments, perhaps in all. But monopoly is a relative word. If one means by it the possession of something absolutely necessary to the conduct of an activity, there are few except the exclusive possession of some natural resource without which the activity is impossible. Most monopolies, like most patents, give control over only some means of production for which there is a substitute; the possessor enjoys an advantage over his competitors, but he can seldom shut them out altogether; his monopoly is measured by the handicap he can impose. Fashion Originators' Guild v. Federal Trade Commission, 114 Fed. (2) 80, 85 (C. C. A. 2). And yet that advantage alone may make a monopoly unlawful. It would be possible, for instance, to conduct some kind of a newspaper without any news service whatever; but nobody will maintain that, if AP were the only news service in existence, the members could keep it wholly to themselves and reduce all other papers to such news as they could gather by their own efforts. The very virtues of the founders which had achieved their unique position, would force upon them hospitality to applicants. Nor need AP be even the best of all existing services; it might be enough that it was the largest and most popular, and that there was a substantial body of opinion in the calling which believed it to be the best. Its popularity is proved by the enormous preponderance of its members, both in number and in circulation; as well as by the fact that, out of nearly a thousand members of UP almost a third are also AP members. No decision of ours as to the relative merits of the two would convince those who may chance to prefer it; the grievance [fol. 3162] of being unable to choose his own tools is not assuaged, when a court finds that the user does not understand his interest. And so, even if this were a case of the ordinary kind: the production of fungible goods, like steel, machinery, clothes or the like, it would be a nice question whether the handicap upon those excluded from the combination, should prevail over the claim of the members to enjoy the fruits of their foresight, industry and sagacity. But in that event the only interest we should have to weigh against that of the members would be the interest of the excluded newspapers. However, neither exclusively, nor even primarily, are the interests of the newspaper industry conclusive; for that industry serves one of the most vital

of all general interests: the dissemination of news from as many different sources, and with as many different facets and colors as is possible. That interest is closely akin to, if indeed it is not the same as, the interest protected by the First Amendment; it presupposes that right conclusions are more likely to be gathered out of a multitude of tongues, than through any kind of authoritative selection. To many this is, and always will be, folly; but we have staked upon it our all.

News is history; recent history, it is true, but veritable history, nevertheless; and history is not total recall, but a deliberate pruning of, and culling from, the flux of events. Were it possible by some magic telepathy to reproduce an occasion in all its particularity, all reproductions would be interchangeable; the public could have no choice, provided that the process should be mechanically perfect. But there is no such magic; and if there were, its result would be immeasurably wearisome, and utterly fatuous. In the production of news every step involves the conscious intervention of some news gatherer, and two accounts of the same event will never be the same. Those who make up the first record—the reporters on the spot—are themselves seldom first hand witnesses; they must take the stories of others as their raw material, checking their veracity, eliminating their irrevelancies, finally producing an ordered version which will evoke and retain the reader's attention [fol. 3163] and convince him of its truth. And the report so prepared, when sent to his superiors, they in turn "edit," before they send it out to the members; a process similar to the first. A personal impress is inevitable at every stage; it gives its value to the dispatch, which without it would be unreadable. So much for those items which actually appear in all the larger news services, and which include all events of major interest. But these are not all: the same personal choice which must figure in preparing a dispatch, operates in deciding what events are important enough to appear at all; and about that men will differ widely; as we often find, when one service "carries" what others have thought too trivial; or may indeed have missed altogether.

For these reasons it is impossible to treat two news services as interchangeable, and to deprive a paper of the benefit of any service of the first rating is to deprive the reading public of means of information which it should

have; it is only by cross-lights from varying directions that full illumination can be secured. Nor is it an answer that the by-law challenged only applies to a "field," in which by hypothesis there is already an AP newspaper in which AP dispatches will appear. That is true, but the final product to the reader is not the AP dispatch simpliciter; but how and where it appears in the paper as it come before him. That paper may print it verbatim, or a summary of it, or a part of it. The last two are certainly as authentically new and original as the dispatch itself; they bear somewhat the same relation to it that it does to the first report, or that the first report does to the event or occasion. And, even though the whole dispatch be printed verbatim, its effect is not the same in every paper; it may be on the front page, or it may be in an obscure corner; depending upon the importance attached to it. The headlines may plangently call it to readers' attention, or they may be formal and unarresting. There is no part of a newspaper which is not the handiwork of those who make it up; and their influence is often most effective when most concealed.

But what, it is asked, are the limits of such a doctrine? Does it apply to the engagement of a single reporter by a [fol. 3164] single editor? Suppose the only source of information about momentous events in some remote region is a single exceptionally gifted correspondent: must any paper which engages him agree to admit all others on equal terms? Consistently, must we not recognize the overriding public interest in his reports, particularly since in such a case his employer will otherwise have a monopoly? The answer to such questions need not embarrass us: their pertinency presupposes that whatever is true in small matters, must be true in large; and the greater part of the law is founded upon a denial of exactly that; for in law differences in quantity again and again become decisive differences in quality. We need not therefore say how important the control of news in any supposititious case must be in order to demand relief; it is enough that in the case at bar AP is a vast, intricately reticulated, organization, the largest of its kind, gathering news from all over the world, the chief single source of news for the American press, universally agreed to be of prime consequence. Wherever may be the vanishing point of public concern with any particular source of information, that point is far beyond this service.

Finally, we are told that what we propose is equivalent to declaring that the business is "clothed with a public interest", and that that is beyond the powers of a court. There are decisions which so declare, although we do not consider as among them Atchison, Topeka & Santa Fe v. Denver & New Orleans R. R. Co. 110 U. S. 667, or The Express Cases, 117 U. S. 1. However, we could even assume arguendo that in the absence of any legislative action, courts will not undertake to say when any activity has enough public importance to demand their intervention. For, although any such conclusion is flatly contrary to the well-settled common law of contracts in restraint of trade, Congress, as we have said, has already acted, and it has acted by selecting the standard of the common-law as the measure of its will. Historically that standard can only be applied by assessing the public importance of the activity which by hypothesis has been restricted; and practically no other conceivable standard is rationally available. So far therefore as the [fol. 3165] conclusion, when the public aspect of the activity prevails, involves a declaration that it is "clothed with a public interest," in administering the Anti-Trust Acts courts must so declare, as they have independently of those acts declared from time immemorial. The unhappy metaphor itself is ordinarily used in cases where a legislature sets up a developed system of positive regulation, with whose administration it charges some agency created for the purpose. Obviously, that requires a legislative decision as prelude; and obviously, courts cannot discharge such duties. But there is no warrant for holding that the failure of Congress specifically to say that all activities are to be deemed so "clothed", whenever the courts find them to be, shall deny power to the courts to effect the legislative will. Indeed, the whole matter is a red herring which should no longer be allowed to break the scent. Since Nebbia v. New York, 291 U. S. 502, there cannot be any excuse for misunderstanding the matter—there has really been none since Munn v. Illinois, 94 U. S. 113. "If one embarks in a business which public interest demands shall be regulated, he must know regulation will ensue." "The phrase * * * can in the nature of things mean no more than that an industry, for adequate reasons, is subject to control for the public good." Nebbia v. New York supra, 534, 536 (291 U. S. 502).

We conclude therefore that the present by-laws of AP unlawfully restrict the admission of members; and that further enforcement of them should be enjoined. We shall not attempt to say what conditions may be imposed; we hold no more than that members in the same "field" as the applicant shall not have power to impose, or dispense with, any conditions upon his admission, and that the by-laws shall affirmatively declare that the effect of admission upon the ability of an applicant to compete with members in the same "field" shall not be taken into consideration in passing upon his application. It is of course true that the members may disregard the last provision in practice; but that is not to be assumed. At any rate, we think that the plain-[fol. 3166] tiff is entitled to that much positive assurance in the organic law; and it is as far as we can go.

The second charge is against the by-law which forbids the communication of news by AP to non-members, and of "spontaneous" news by members to non-members. The defendants answer as to the agreement not to disclose "spontaneous" news, that it is ancillary to the collection and transmission to AP of that news itself. News, they argue,—as its very name implies—has no value after it has once been published; if a member were free to impart "spontaneous" news to others who could use it before AP, the whole value of the grant would be gone. Even if a member were allowed to impart it to others who could use it simultaneously, its chief value would be gone, for that rests upon priority. As to the agreement that AP shall not impart news collected by it to non-members, similar considerations apply; they would lose all benefit of the expenses incurred in its collection unless they had priority. It is well settled, they continue, that a restrictive covenant necessary to the protection of property transferred is "reasonable." The most common one is an agreement not to compete with the buyer of a business, or of a professional practice, for a limited time and in a limited territory; but that, they insist, is only one example of the general doctrine, which many and various decisions support. We quite agree with all this: taken by themselves, and apart from the restrictions upon membership, both agreements would be valid; it is essential to the protection of the main purpose that the member who furnishes "spontaneous" news, or AP itself, shall not destroy the value of what is transferred by making it available to others, before it can be published. Nevertheless,

in all such cases the power must not be incident to a combination which, though bound to admit all on equal terms, does not do so. United States v. Terminal Railroad Association of St. Louis, 224 U. S. 383; United States v. Great Lakes Towing Co., 208 Fed. Rep. 733; affirmed 217 Fed. Rep. 656. While the present by-laws as to admission are in force, these agreements are parts of an unlawful combina-
[fol. 3167] tion, and they must be enjoined until the primary wrong is remedied.

The third charge is the purchase of all the shares of Wide World Photos, Inc.; and—no intent to monopolize being shown—that charge necessarily rests upon section seven of the Clayton Act, and, so in turn, upon whether the existing competition between AP and Wide World Photos, Inc., was "substantial." Plainly, it was not; AP did not sell its picture service to outsiders, so that the only possible competition of Wide World Photos, Inc. was in diverting from AP its members who might otherwise have taken AP's picture service. There were however only seven AP members, who subscribed to Wide World Photos, Inc. and did not subscribe to AP service. In these circumstances we cannot see how the purchase could have suppressed any but the most trivial competition. This part of the complaint must be dismissed.

The fourth and last charge is the "cartel", or agreement, between AP and the Canadian Press that Canadian Press dispatches shall go only to AP members, and that AP dispatches shall go only to Canadian Press members. So far as by this means AP secures to its own members exclusively all Canadian Press dispatches, the contract falls within the ban of the restrictive covenants challenged in the second charge. It is true that AP's only covenant is not to give its dispatches to newspapers in Canada which are not members of the Canadian Press, and that the Anti-Trust Acts are directed only to the protection of American interests; nevertheless, that covenant is the consideration for securing to AP members a monopoly of the Canadian Press dispatches, and condemns the contract as a whole. We can see no reason, however, why, if admission to AP were properly liberalized, it should not make such an agreement, whatever effect it may have in Canada. How far the Canadian law might forbid its execution there, is obviously not for us to decide.

In conclusion it is perhaps proper that we should say a word about the freedom of the press, since that question has been mentioned in the briefs. The effect of our judg- [fol. 3168] ment will be, not to restrict AP members as to what they shall print, but only to compel them to make their dispatches accessible to others. We do not understand on what theory that compulsion can be thought relevant to this issue; the mere fact that a person is engaged in publishing, does not exempt him from ordinary municipal law, so long as he remains unfettered in his own selection of what to publish. All that we do is to prevent him from keeping that advantage for himself. The argument appears to be that if all be allowed to join AP, it may become the only news service, and get a monopoly by driving out all others. That is perhaps a possibility, though it seems to us an exceedingly remote one; but even if it became an actuality, no public injury could result. For, if AP were open to all who wished the service, could pay for it, and were fit to use it, it would be no longer a monopoly: a monopoly of all those interested in an activity is no monopoly at all, for no one is excluded and the essence of monopoly is exclusion. AP would then be only a collective effort of the calling as a whole. If other services were incidentally driven out, that would not be an actionable wrong.

A judgment may therefore be entered enjoining the defendants from continuing to enforce the by-laws regulating the admission of members in their present form, but leaving it open to them to adopt substitutes which will restrict admission, provided that members in the same "field" as the applicant shall not have power to impose, or dispense with, any conditions upon his admission, and that the by-laws shall affirmatively declare that the effect of admission upon the ability of an applicant to compete with members in the same "field" shall not be taken into consideration in passing upon his application. The judgment will also enjoin the enforcement of the restrictive by-laws forbidding members to communicate "spontaneous" news to non-members. (On the argument, the plaintiff declared that it did not object to the by-law which confines AP dispatches to its own members. We do not know whether it still would not object, if the admission provisions remained as they are. [fol. 3169] An injunction against the enforcement of that by-law will depend upon its choice.) The judgment will further enjoin performance of the contract, or "cartel",

with the Canadian Press. In all other respects the complaint will be dismissed. Such a judgment will finally dispose of all the issues raised in the action upon the facts as they now are. However, it is appropriate and fair to provide that, if AP sees fit to amend its by-laws, governing the admission of members, it may have leave to apply in this action for supplemental relief upon the new state of facts. Moreover, in view of the disorganization which meanwhile might take place, if the injunction were enforced against the restrictive covenants as to the communication of news and against the Canadian Press contract, we will stay those injunctions for a period of 120 days after the judgment has been entered. That should be time enough for the defendants to decide what changes, if any, they care to make as to admission. Finally, because the interests involved are so important and so large; because the injury done may be so great, if we turn out to be wrong; and because we are not agreed, the whole judgment will be stayed for a period of sixty days after it is entered, and subsequently for the pendency of any appeal to the Supreme Court, if one is taken within that period.

The plaintiff will submit proposed findings and a proposed judgment; and will serve the same upon the defendants, who will submit any substitutes they may wish within thirty days thereafter.

[fol. 3170] DISSENTING OPINION

SWAN, Circuit Judge (dissenting):

I regret that I am unable to concur in the decision of the court. Since my argument has not convinced my brothers, its validity is subject to grave doubt; nevertheless, I feel constrained to state briefly my reasons for differing with them.

This suit is founded upon alleged violations of the Anti-Trust Acts. The defendants are charged with having agreed to monopolize or unreasonably to restrain interstate commerce. It seems self-evident, and is not, I think, doubted by the majority opinion, that two newspapers might appoint a common agent to gather news and edit news reports for their common and exclusive use without running foul of the statutes. Such a case is thought to be differentiated from the present by the size and efficiency of the A. P. organization. I agree that what is true in small

matters is not necessarily so in large matters; that difference in degree may produce difference in legal result. But to violate the anti-trust law the combination, whatever its size, must tend to monopolize or to restrain unreasonably interstate trade. Clearly the provisions of A. P.'s by-laws as to admission of members have had no tendency to create a monopoly in news gathering—witness the growth of U. P., I. N. S., and other news gathering agencies. Nor is there proof that they have stifled competition between member newspapers and other newspaper owners or prospective publishers. Not a single instance has been adduced where a newspaper failed because it lacked an A. P. membership or was not started because the intending publisher could not obtain one. On the contrary, numerous papers have attained great success without such membership. What, then, is the ground for holding that the by-law provisions have resulted in an unreasonable restraint of trade either in news gathering or in newspaper publishing? Solely the court's view that a news gathering organization as large and efficient as A. P. is engaged in a public calling, and so under a duty to admit "all 'qualified' applicants on equal terms."

[fol. 3171] The only authority advanced by the plaintiff in support of the proposition that news gathering is a public calling is a discredited decision in *Inter-Ocean Pub. Co.* v. *Associated Press*, 184 Ill. 438, 56 N. E. 822. This litigation involved not the present A. P., but an earlier Illinois corporation whose charter granted it a power of eminent domain. The decision is contrary to *Matthews* v. *Associated Press of New York*, 136 N. Y. 333, 32 N. E. 981, as was recognized in *News Publishing Co.* v. *Associated Press*, 190 Ill. App. 77. It was explained in a later opinion by the Supreme Court of Illinois, *People* v. *Forest Home Cemetery Co.*, 258 Ill. 36, 41, 101 N. E. 219, as resting upon the existence of the power of eminent domain. The Supreme Court of Missouri repudiated the doctrine of the *Inter Ocean* case in *State ex rel. Star Publishing Co.* v. *Associated Press*, 159 Mo. 410, 60 S. W. 91.

The business of gathering news is not one of those occupations which were recognized at common law as affected with a public interest. A. P. has never held itself out as ready to serve all newspapers. Nor has it been granted the power of eminent domain or any other public franchise which might justify imposing the duty to serve all appli-

cants without discrimination. If such a duty is to be imposed on news gathering agencies, I think it should be by legislative, rather than judicial, fiat. In *Atchison, T. & S. F. R. Co.* v. *Denver & New Orleans R. Co.*, 110 U. S. 667, the question arose whether the Atchison was obliged to make joint traffic arrangements with the Denver & New Orleans on the same terms as it had granted to another connecting railroad. The court held that in the absence of appropriate legislation there was no such duty, saying at page 685:

> "Were there such a statute in Colorado, this case would come before us in a different aspect. As it is, we know of no power in the judiciary to do what the Parliament of Great Britain has done, and what the proper legislative authority ought perhaps to do, for the relief of the parties to this controversy."

[fol. 3172] Again, in *Express Cases*, 117 U. S. 1, which held that the railroads need not in the absence of a statute furnish to all independent express companies equal facilities for doing an express business upon passenger trains, it was said (p. 29): "The regulation of matters of this kind is legislative in its character, not judicial." The same thought was expressed by Mr. Justice Brandeis with respect to the very subject of news gathering in his dissenting opinion in *International News Service* v. *Associated Press*, 248 U. S. 215, at 267:

> "Courts are ill-equipped to make the investigations which should precede a determination of the limitations which should be set upon any property right in news or of the circumstances under which news gathered by a private agency should be deemed affected with a public interest. Courts would be powerless to prescribe the detailed regulations essential to full enjoyment of the rights conferred or to introduce the machinery required for enforcement of such regulations."

Similar views have been announced in cases involving stock exchanges, cotton warehouses, and stockyards. *American Live-Stock Commission Co.* v. *Chicago Live-Stock Exchange*, 143 Ill. 210, 32 N. E. 274; *Heim* v. *New York Stock Exchange*, 64 Misc. 529, 118 N. Y. Supp. 591; *Ladd* v. *South-*

ern Cotton Press & M. Co., 53 Tex. 172; *Delaware, L. & W. R. Co.* v. *Central Stock Yard & Transit Co.*, 45 N. J. Eq. 50, 17 A. 146, affirmed 46 N. J. Eq. 280, 19 A. 185. And I find nothing in *Nebbia* v. *New York*, 291 U. S. 502, to contradict this view. There the New York legislature had acted; it had set up elaborate administrative machinery to regulate the milk industry. The chief question for decision was whether enforcement of Section 312(e) of the statute denied the appellant the due process secured to him by the Fourteenth Amendment. In sustaining the legislation, Mr. Justice Roberts remarked that so far as due process is concerned a state is free to adopt whatever economic policy may reasonably be deemed to promote public welfare, and to enforce that policy by legislation adapted to its purpose; [fol. 3173] and he added (p. 537) that "The courts are without authority either to declare such policy, or, when it is declared by the legislature, to override it."

In the case of a business which was not recognized as a public calling at common law, I believe it is sound policy to leave to the legislature to determine whether the public welfare requires that all applicants be served without discrimination. This is particularly true where the duty to serve all comers does not depend upon the mere nature of the occupation, but upon the fact that the particular business has reached such a stage of size and efficiency as to give the persons whom it serves some competitive advantage over applicants whom it declines to serve. At once the question occurs to the mind whether U. P., I. N. S., the New York Times News Syndicate, or any of the other news gathering agencies must also serve all comers. The problem of when such a stage is reached is one of economic policy which should be settled by legislation, rather than having the answer plotted gradually by successive judicial decisions. Furthermore, although the decree we are to enter takes the form of an injunction, in substance we are assuming the legislative function of prescribing the terms and conditions upon which newspapers shall be admitted to membership. We do not, it is true, affirmatively order an amendment of the by-laws, but we give leave to apply for a lifting of the injunction after they have been amended. How the directors or members of A. P. are to determine in advance of adoption whether a proposed amendment will be satisfactory to the court I cannot see, unless we are in effect to supervise a revamping of the bylaws. Such re-

vamping will require many changes in the present setup and will present many problems which I fear the Court may be ill-equipped to decide.

Finally, the Anti-Trust Acts are not, in my opinion, a justification for imposing on A. P. the duty to serve without discrimination all newspaper applicants. The case principally relied upon by the plaintiff to show that the Sherman Act may be used to secure indiscriminate service to all comers is *United States* v. *Terminal Railroad Association* [fols. 3174-3175] *of St. Louis*, 224 U. S. 383. In that opinion Mr. Justice Lurton pointed out that in ordinary circumstances a number of independent companies might lawfully combine for the purpose of acquiring terminals for their common, but exclusive, use, but by reason of the peculiar topographical situation the terminals acquired by the Association gave it control of every feasible means of railroad access to St. Louis; and the decision was based in large measure upon that fact (p. 405). Although the Government urged that the Association be dissolved, the court directed, on account of the obvious advantages of a unification of terminal facilities, that the defendants submit a plan of reorganization which should make the Association the bona fide agent and servant of every railroad line desiring to use its facilities. I do not regard the case as apposite to the situation at bar. As already pointed out, the Terminal Association had obtained a complete monopoly. But A. P. has no monopoly in news gathering. The most that the plaintiff can urge is that a newspaper which is excluded from A. P. membership "operates under a competitive disadvantage with A. P. members." Even if this allegation of the complaint, which the answer denies, be accepted as proved despite the evidence that U. P. claims its service to be superior and many newspapers have preferred it, I think such handicap of competitors insufficient to establish a violation of the Anti-Trust Acts. The majority opinion intimates that in the case of ordinary goods it might not suffice, but holds that it does in the case of news reports. To my mind the nature of a news report, which is the intellectual product of him who makes it, points to the conclusion that he may choose to whom he will disclose it, rather than to the conclusion that he is under a duty to disclose it to all applicants.

For the foregoing reasons I am of opinion that the motion for summary judgment should be denied.

[fol. 3176] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

[Title omitted]

Findings of Fact and Conclusions of Law

Pursuant to Rule 52 (a) of the Federal Rules of Civil Procedure, the Court hereby maks the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. The Associated Press (hereinafter referred to as AP) is a non-profit cooperative association of newspaper owners, incorporated in 1900 under the Membership Corporations Law of the State of New York.

2. The members of AP are and have been for many years a combination of newspaper owners acting together for the purpose of using their news gathering facilities and the news gathering facilities of the combination supported by them to obtain news which is made available to the members of the combination and denied to newspaper owners who are not members.

3. AP acts as the common instrumentality or agency of its members for the constant exchange between said mem- [fol. 3177] bers of news supplied to AP by its respective members, and also acts as a supplier to its members of news gathered by its own activities.

Members of AP

4. As of March 1, 1942, AP had 1,234 regular members and 13 associate members in the United States, which were enterprises publishing newspapers for profit.

5. The associate members of AP differ from the regular members of AP in that associate members are not entitled to vote and are not obligated to furnish their local news of spontaneous origin exclusively to AP.

6. An owner of a newspaper may acquire membership in AP, pursuant to its by-laws, by election, or by acquiring, by purchase or merger, the ownership of a newspaper for which its prior owner already held a membership in AP.

7. The by-laws of AP constitute an identical contract between the members of AP and between AP and each of its members.

8. AP has never held itself out to serve all newspapers.

By-laws of AP

9. The AP by-laws relating to admissions and to the exclusive right to local news of spontaneous origin have been observed, carried out and applied in practice.

10. The original by-laws of AP adopted September 19, 1900, are correctly set forth in Exhibit C attached to the complaint.

11. The significant changes in the by-laws of AP made between September 19, 1900, and April 20, 1942, are correctly set forth in Exhibit D attached to the complaint.

12. The by-laws of AP as amended April 20, 1942, and as in effect when the complaint was filed are correctly set [fol. 3178] forth in Exhibit E attached to the complaint; in February, 1943, Subdivision (a) of Section 2 of Article III was amended and the proviso therein contained was eliminated.

Operations of AP

13. The services supplied by AP to its members consist of (1) news reports, (2) news pictures, and (3) features.

14. AP's revenue is derived from assessments levied upon its members. The entire levy is allocated fundamentally upon a plan of distributing the total cost of AP's operations in proportion to the population served by the members. Each allotment is then divided among all the members in the same city and field of publication (morning, evening or Sunday) in proportion to their number and not to their circulations.

15. The principal sources of the domestic news which AP gathers and distributes are (1) its 1,247 members, each of which collects by its individual reporting staff and stringmen, and transmits to AP, the news of its locality and (2) AP's 94 news bureaus, with their reporting staffs, maintained throughout the United States and (3) AP's string correspondents.

16. The reporting staffs of 1,247 newspapers in the United States gather local news of their vicinages respecting unanticipated noteworthy events, such as airplane accidents, train wrecks, tornadoes, or mine disasters, which news is furnished in each instance to the newspaper itself and, in turn, is made available to AP. The effect of this arrangement is to make each member newspaper reporter also a reporter for AP. The total number of such reporters is large—the 18 AP newspapers specifically named defendants had, in August 1942, 755 full-time reporters (an average of 42 each) and 2,349 string reporters (an average of 130 each). However, it is the member newspapers which send news to AP, not the members' reporters. AP is entitled only to local news of spontaneous origin and not other [fol. 3179] news reports and articles submitted by the reporter to his own paper.

17. The principal sources of AP's foreign news reports are (1) its foreign bureaus, of which it had 17 during 1942, (2) foreign news agencies which supply AP with news reports under contract, and (3) its foreign string correspondents.

18. News gathered by AP is sent from these various sources, principally by telephone, telegraph or cable, to news assembly points established by AP at its main office in New York and in AP's territorial divisions of the United States, and at these assembly points is broken down, classified largely edited and rewritten, and redistributed by AP to other AP distributing offices and to its members. AP distributes such news from these assembly points to its members primarily over telegraph wires leased from public utilities and operated by AP. Trunk telegraph wires carry the news from the various assembly points to the principal cities of the United States and serve directly the AP members located in those cities. Regional and state wire circuits are utilized to relay the news distributed by AP to the members located in the smaller cities and outlying districts.

19. During the year 1942, AP had 1,940 full-time employees in the United States to whom it paid compensation amounting to $5,737,491.21; 67 full-time employees in foreign countries to whom it paid compensation amounting to $284,304.31; and 3,454 part-time reporters or stringmen to

whom it paid compensation amounting to $205,929.91. AP's total operating expenses in 1942 amounted to $11,305,577.84.

20. AP has accumulated tangible property estimated by it as having a value of more than $7,000,000. In addition, its good will and other intangible property are appraised at a value of more than $12,000,000.

21. In recent years, picture news has become a major competitive factor in the newspaper business.

[fol. 3180] 22. AP renders to its members an important news-picture service for which AP expended in the year 1941 $1,680,447.60. This service included the Wirephoto service, whereby newsphotos, maps, charts, and other illustrations are sent to AP members with telegraphic speed over a circuit 16,000 miles long.

23. The service of features supplied by AP to its members includes news feature stories, with and without illustrations, news cartoons, comic strips, crossword puzzles and other feature material.

24. AP's wholly owned subsidiary Press Association, Inc., sells to radio stations bulletin news furnished to it by AP.

25. Many members of AP have at various times contributed news reports and services beyond their obligations to do so under the by-laws of AP and at their personal expense, in order to enable AP to improve the quality and coverage of its news reports and services.

26. AP has for many years furnished to its members news reports which embody the highest standards of accurate, non-partisan and comprehensive news reporting.

27. AP does not prevent or hinder non-member newspapers from obtaining access to domestic and foreign happenings and events.

28. There have been 1,890 additions to the membership of AP since 1900.

29. A large part of the value of news lies in its exclusiveness, reliability, and newness.

Interstate Operations of AP and Newspapers

30. AP, in collecting and disseminating news and news pictures, is engaged in interstate and foreign commerce.

31. Most of AP members regularly receive and publish in the state in which their newspapers are published news [fol. 3181] transmitted to them by AP from other states and regularly deliver local news to AP in the state in which their newspapers are published for transmittal to other states. Many AP members sell their newspapers, in the ordinary course of business, in states other than those in which they are published. Many AP members sell their newspapers in the state in which they are published for sale and delivery in other states.

32. The Chicago Sun, a newspaper published by Marshall Field in Chicago, Illinois, regularly obtains news reports from bureaus and correspondents located in different parts of the United States and foreign countries and regularly sells and delivers its newspapers from the State of Illinois to purchasers in other states. The Washington Times-Herald, a newspaper with morning and evening editions, is owned and published by Eleanor Medill Patterson in Washington, D. C., and sold throughout the District of Columbia.

Importance of Newspapers

33. Newspapers supply a necessity and serve one of the most vital of all general interests: the dissemination of news from as many different sources, and with as many different facets and colors as is possible.

34. The widest possible dissemination among the people of the United States of fresh, accurate, and world-wide news of current events and conditions is of vital importance to the national welfare, and newspapers are the chief media for its dissemination.

35. Newspapers accord to news dispatches which they receive different treatment as to the portions thereof which they publish, the time of publication, position in the composition of the newspaper, emphasis, related comment, headlines and the like.

[fol. 3182] Character and Importance of News Agencies

36. There are many news gathering organizations of one sort or another in the United States of which only

three, AP, United Press Associations (hereinafter referred to as UP) and International News Service (hereinafter referred to as INS), are comparable in size, scope of coverage and efficiency. There are in the United States at least 20 to 30 other news agencies which furnish substantial news reporting services. The most important of these are the Chicago Tribune-New York News Syndicate, the New York Times News Syndicate and the New York Herald Tribune Syndicate.

37. It is practically impossible for any one newspaper alone to establish or maintain the organization requisite for collecting all of the news of the world, or any substantial part thereof; aside from the administrative and organization difficulties thereof, the financial cost is so great that no single newspaper acting alone could sustain it.

38. At the present time, access to the news reports of one or more of AP, UP or INS is essential to the successful conduct of any substantial newspaper serving the general reading public.

Operations of UP

39. UP is a corporation organized in 1907 engaged for profit in furnishing news reports to newspapers subscribing for its service at rates agreed upon with its respective subscribers and stipulated in their respective subscription contracts.

40. UP, NEA Service, Inc. (hereinafter called NEA), Acme Newspictures, Inc. (hereinafter called Acme), and United Features Syndicate, Inc. (hereinafter called UFS) are under common control and supply the following services: (1) news reports, (2) news pictures, and (3) features.

[fol. 3183] 41. The principal sources of the domestic news reports which UP gathers and distributes are (1) 560 domestic daily newspapers, 24 domestic semi-weekly newspapers, and 457 domestic radio stations obligated by contract to furnish local news of spontaneous origin to UP, (2) its 61 news bureaus with their reporting staffs, maintained throughout the United States, and (3) its string correspondents.

42. The principal sources of UP's foreign news reports are (1) its foreign bureaus, of which it had 33 in 1942, (2) foreign news agencies which supply UP with news reports under contract, (3) a large number of foreign newspapers and radio stations which are subscribers to UP, and (4) its foreign string correspondents.

43. News gathered by UP is sent from these various sources, principally by telephone, telegraph, or cable, to news assembly points established by UP, and at these assembly points is broken down, classified, largely edited and rewritten, and distributed by UP to other UP distributing offices and to its subscribers. UP distributes such news from these assembly points to its subscribers, primarily over telegraph wires leased from public utilities. Trunk telegraph wires carry the news from the various assembly points to the principal cities of the United States and serve directly the UP subscribers located in those cities. Regional and state wire circuits are utilized to relay the news distributed by UP to the subscribers located in the smaller cities and outlying districts.

44. During the year 1942, UP had 797 full-time employees in the United States to whom it paid a compensation of $2,378,308.43; 529 full-time employees in foreign countries to whom it paid a compensation of $567,041.65; and 2,088 part-time reporters or stringmen to whom it paid a compensation of $75,041.03. UP's total operating expenses for the year 1942 amounted to $6,065,412.42.

45. UP's affiliate, NEA, and NEA's subsidiary, Acme Newspictures, Inc., hereinafter called Acme, both organ- [fol. 3184] ized for profit, supply features and news pictures, including newsphotos, maps, charts, and other illustrations to newspapers by wire, mail and other methods appropriate to particular deliveries. NEA and Acme had 385 full-time employees in 1942.

46. The expenditures of NEA and Acme in connection with their services in 1941 were $2,563,402.46, divided approximately evenly between features and pictures.

47. UP's subsidiary, UFS, organized for profit, supplies features, including feature mats, proof sheets, background maps, comics, cross-word puzzles, and other feature

material to newspapers. UFS had 75 full time employees in 1942.

48. The expenditures of UFS in connection with its feature service were approximately $1,223,139.00.

49. In 1942, the employees, excluding string men, of UP, UFS, NEA and Acme, totaled 1,786.

50. In 1942, the combined expenditures of UP, UFS, NEA and Acme totaled $10,033,502.04.

51. As of September 30, 1941, UP had in the United States 150 daily morning English language newspaper subscribers, 695 daily evening English language newspaper subscribers, 17 Sunday only English language newspaper subscribers, and 119 other newspaper subscribers, a total of 981 newspaper subscribers in the United States. In addition, UP had 391 foreign newspaper subscribers, or a total of 1,372 domestic and foreign newspapers subscribers.

52. In 1942, 1,060 newspapers received the picture service from or originated by NEA and Acme; 1,075 newspapers subscribed to the UFS feature service, of which 916 were domestic newspapers.

53. At the time of its organization in 1907, UP had 369 subscribers all of which were evening newspapers, and its total expenditures in that year were approximately $250,000.

[fol. 3185] 54. The continuous expansion of the use of UP news reports by newspapers and other subscribers is shown by the following table:

Year	*UP Total Expenditures*	*Total Number of Newspaper and Other Subscribers*
1907	$ 251,560.39	369
1913	651,750.49	496
1918	1,166,706.15	716
1923	2,306,699.14	901
1928	3,664,472.23	1,114
1933	3,615,886.09	1,182
1938	5,298,765.94	1,693
1941	6,647,863.61	1,991

55. The 1,991 subscribers of UP shown for the year 1941 included 1,399 newspapers, 471 radio stations, and 121 other subscribers to UP news services.

Operations of INS

56. INS, organized in 1909, is a department of King Features Syndicate, Inc., a corporation engaged for profit in furnishing news, news pictures and news features to newspapers. INS furnishes news reports to newspapers subscribing for its service at rates agreed upon with its respective subscribers and stipulated in their respective subscription contracts.

57. The principal sources of the domestic news reports which INS gathers and distributes are (1) 74 domestic newspapers, (2) its 31 news bureaus in the United States, with their reporting staffs, and (3) its string correspondents. It also receives information from time to time from 182 domestic radio stations.

58. The principal sources of INS's foreign news reports are (1) its foreign bureaus, of which it had 6 in 1942, (2) foreign news agencies which supply INS with news reports [fol. 3186] under contract, and (3) foreign newspapers and radio stations which are subscribers to INS, and (4) its foreign string correspondents.

59. News gathered by INS is sent from these various sources, principally by telephone, telegraph, or cable, to news assembly points established by INS, and at these assembly points is broken down, classified, largely edited and rewritten, and distributed by INS to other INS distributing offices and to its subscribers. INS distributes such news from these assembly points to its subscribers, primarily over telegraph wires leased from public utilities. Trunk telegraph wires carry the news from the various assembly points to many of the principal cities of the United States and serve directly the INS subscribers located in those cities.

60. The news picture service of International News Photo (hereinafter called INP), the news picture department of King Features Syndicate, Inc., includes newsphotos, maps, charts and other illustrations which are sent by INP to its subscribers by wire, mail and other methods appropriate to particular deliveries.

61. The feature service of King Features Syndicate, Inc., includes feature mats, proof sheets, background maps, comics, cross-word puzzles and other feature material.

62. As of September 30, 1941, INS had 338 domestic newspaper subscribers and 182 domestic radio station subscribers.

63. During the year 1942, INS had 272 full-time employees in the United States to whom it paid a compensation of $959,045.06; 41 full-time employees in foreign countries; 1,864 part-time reporters or stringmen to whom it paid a compensation of $25,743.89. The total operating expenses of INS for the year 1941 amounted to $2,622,744.45.

64. In 1941, the combined expenditures of King Features Syndicate, Inc., including its news service (INS), its picture service (INP) and its feature service were $9,434,376.65.

[fol. 3187] Relative Position of AP Among News Agencies

65. Of the 1,853 English language daily newspapers of general circulation published in the United States in 1941, 1,769 with a total daily average circulation of over 41,861,577 received the news reports of one or more of AP, UP and INS, whereas the evening newspapers in the United States not receiving the reports of any of these three news agencies numbered 77 with a total circulation of 187,975 and the morning newspapers in the United States not receiving the reports of any of these three news agencies numbered seven with a total circulation of 30,839.

66. AP is a vast, intricately reticulated organization, the largest of its kind, gathering news from all over the world, the chief single source of news for the American press, universally agreed to be of great consequence.

67. There are differences between the respective news reports sent out by AP, UP and INS, since the facilities and opportunities of the news agencies for collecting news and transmitting it speedily differ and personal choices are involved in selecting events for news coverage and in preparing and editing accounts of the same event.

68. Most of the larger newspapers, as well as many smaller ones, find it desirable to, and do, subscribe to more

than one of the news services of AP, UP, and INS. During 1942, 342 AP members also subscribed to UP and 164 AP members also subscribed to INS. As of September 30, 1941, more than 600 domestic newspapers which were subscribers of UP were not members of AP.

69. Of the three news agencies, AP, UP and INS, AP ranks in the forefront in public reputation and esteem.

70. The growth of news agencies has been fostered to some extent as a result of the restrictions of The Associated Press' services to its own members, but other restrictions imposed by The Associated Press have hampered and impeded the growth of competing news agencies and of newspapers competitive with members of The Associated Press.

[fol. 3188] 71. Some newspapers in small, medium-sized and large cities have obtained large circulations in proportion to the population of the area served by them (a) without utilizing AP service, (b) by utilizing UP service alone, and (c) by utilizing INS service alone.

72. Some newspapers in small, medium-sized and large cities which are not members of AP successfully compete with newspapers which are members of AP.

73. Many newspapers prefer the foreign and financial news service of UP to the foreign and financial services of AP. Some newspapers prefer the domestic news service of UP to the domestic news service of AP.

74. There have been instances of members of AP surrendering their rights and taking on UP service, and vice versa.

75. The New York Daily News, a morning tabloid, with the largest circulation in the United States (over 2,000,000 daily and over 3,000,000 Sunday) established itself long before it became a member of AP. Prior to becoming a member of AP, it had achieved an average daily circulation of approximately 1,200,000.

76. The New York Daily Mirror, a morning tabloid, established in 1924, did not become an AP member until 1937. Prior to becoming a member of AP it used the reports of UP and INS exclusively. The Mirror's circulation was established and continued to grow during the years when it

relied upon these services exclusively. Its average daily circulation in 1936 was 603,621. Its Sunday circulation grew from 593,799 in 1932 to 1,340,911 in 1936.

77. The New York Journal established and maintained for years the largest circulation of any evening paper in the United States. From 1900 to 1937 it was not an AP member. Its circulation in 1936 before becoming an AP member was 620,902.

78. Cleveland Press, an evening newspaper, established in 1878, has consistently led the field in Cleveland both in [fol. 3189] circulation and advertising lineage. In 1942 the Cleveland Press had a circulation of 254,734 as against 128,011 for the Cleveland News, its AP competitor. It had advertising lineage of 11,809,000 during the same year as against 6,459,000 for the Cleveland News. The Cleveland Press is not now and never has been a member of AP. It uses the services of UP exclusively.

79. The Pittsburgh Press, an evening newspaper, established in 1884, has had a consistent record of success in competition with its AP rival, the Pittsburgh Sun Telegraph. It not only successfully competes but has a larger circulation by over 65,000. In advertising lineage it surpasses all newspapers in Pittsburgh. It has used UP and the Acme picture service exclusively.

80. The East St. Louis Journal used the news reports of UP until 1935. It used the news reports of INS from October, 1933 until November, 1938. Between January, 1935, and June, 1938, it used the news reports of INS exclusively. From November, 1938, to April, 1941, it used the news reports of Transradio Press exclusively. During each of these periods the paid circulation of the East St. Louis Journal increased. Its circulation in 1942 was 12,896.

81. The Harrisburg, Pa., Evening News is published in the City of Harrisburg, having a population of 83,893. The Evening News has never been a member of AP, nor has it sought such membership. It has operated at a profit since 1919, and in every year since 1923 its circulation has exceeded the circulation of the Harrisburg Telegraph, its AP competitor. Its circulation in 1942 was 64,038 as against 40,181 for the Telegraph.

82. The Chicago Sun began publication on December 4, 1941, and since that time has utilized the news service of UP. The circulation of the Chicago Sun in January, 1943, was the eleventh largest among all morning newspapers in the United States, and, excluding tabloid morning newspapers, the eighth largest. Its daily circulation in July, 1942, was 327,000, and its Sunday circulation was over [fol. 3190] 400,000. The daily circulation of the Chicago Tribune in Setpember, 1941, was 1,065,000 and its Sunday circulation was 1,144,000. The Chicago Tribune began publication in 1848.

83. The circulation of the Washington Times-Herald had risen from 180,000 in 1939 to over 200,000 in 1942. It utilizes the news service of UP and INS but not AP.

84. AP exceeds UP in number of domestic newspaper subscribers, in domestic expenditures for collecting and transmitting news reports, in utilization of domestic physical facilities, in size of domestic staff, in number and geographical distribution of domestic news bureaus and in number and geographical distribution of domestic newspapers supplying it with news reports of their localities. AP exceeds INS in number of subscribers, in expenditures for collecting and transmitting news, in the length of news reports furnished, in physical facilities, in size of staff, in number and geographical distribution of news bureaus and their staffs, and in number and geographical distribution of newspapers supplying it with news of their localities.

85. The newspapers which are members of AP are 81% in number and 96% in circulation of the daily morning newspapers; those which are subscribers of UP are 40% in number and 64% in circulation of the daily morning newspapers; the newspapers which are members of AP are 59% in number and 77% in circulation of the daily evening newspapers published in the United States; those which are subscribers of UP are 45% in number and 65% in circulation of such daily evening newspapers.

86. Of the 373 daily morning English language newspapers published in the United States as of October 1, 1941, with a total circulation of 16,519,010, 304 as of March 1, 1942 (with a total circulation of 15,849,132 as of October 1, 1941), were members of AP; 152, with a total circulation of

10,701,498, were subscribers of UP; and 55, with a total circulation of 4,149,929, were subscribers of INS.

[fol. 3191] 87. Of the 1,480 daily evening English language newspapers published in the United States with a total circulation of 25,561,381, 887 as of March 1, 1942 (with a total circulation as of October 1, 1941, of 19,616,674) were members of AP; 664, with a total circulation of 16,781,020, were subscribers of UP; and and 206, with a total circulation of 8,608,183, were subscribers of INS.

88. As of March 1, 1942, 302 daily morning English language newspapers, with a total circulation of 15,849,132, were regular AP members, obligated by contract to furnish their local news of spontaneous origin exclusively to AP.

89. Of the 64 daily morning English language newspapers in the United States having an average daily circulation in excess of 50,000, 63 were members of AP and 39 were subscribers of UP; of the 46 with an average daily circulation of between 25,000 and 50,000, 44 were members of AP and 23 were subscribers of UP; of the 17 daily morning English language newspapers with circulations of 200,000 or more, 16 were members of AP and 12 were subscribers of UP.

90. Daily morning English language newspapers which are regular members of AP are located in every state of the United States except Nevada and Wyoming.

91. As of August 1, 1942, 56 daily morning English language newspapers published in the United States, with a total circulation of 835,706, were subscribers of UP and not regular members of AP.

92. As of August 1, 1942, 52 daily morning English language newspapers published in the United States (of which three had an average daily circulation in excess of 50,000 and 11 had an average daily circulation in excess of 10,000) were obligated by contract to furnish their local news of spontaneous origin to UP and were not regular members of AP.

[fol. 3192] 93. As of August 1, 1942, 6 daily morning English language newspapers published in the United States, with a total circulation of 18,627, were subscribers of INS and not regular members of AP.

94. As of August 1, 1942, three daily morning English language newspapers published in the United States (each of which had an average daily circulation of less than 10,000) were obligated by contract to furnish their local news to INS and were not regular members of AP.

95. As of March 1, 1942, 877 daily evening English language newspapers published in the United States, with a total circulation of 18,812,988, were regular members of AP, obligated by contract to furnish their local news of spontaneous origin exclusively to AP.

96. Of the 95 daily evening English language newspapers in the United States having an average daily circulation of 50,000 or more, 72 were members of AP, 73 were subscribers of UP and 39 were subscribers of INS; 22 were members of AP and not subscribers of UP and 23 were subscribers of UP and not members of AP. Of the 19 daily evening English language newspapers in the United States having an average daily circulation of 200,000, or more, 16 were members of AP, 15 were subscribers of UP and 7 were subscribers of INS; 4 were members of AP and not subscribers of UP, and 3 were subscribers of UP and not members of AP.

97. As of August 1, 1942, 412 daily evening English language newspapers published in the United States, with a total circulation of 4,980,109, were subscribers to UP and not regular members of AP.

98. As of August 1, 1942, 408 daily evening English language newspapers published in the United States (24 of which had an average daily circulation in excess of 50,000 and 73 of which had an average daily circulation in excess of 10,000) were obligated by contract to furnish their local news of spontaneous origin to UP and were not regular members of AP.

[fol. 3193] 99. As of August 1, 1942, 91 daily evening English language newspapers published in the United States, with a total circulation of 1,508,227, were subscribers of INS and not regular members of AP.

100. As of August 1, 1942, 71 daily evening English language newspapers published in the United States (2 of which had an average daily circulation in excess of 50,000 and 12 of which had an average daily circulation in excess

of 10,000) were obligated by contract to furnish their local news to INS and were not regular members of AP.

101. 112 AP member newspapers have established the practice of furnishing to the nearest AP bureau duplicate reports of all local news gathered by the staff of such member. In the offices of 581 of the members, AP has stationed its own employees who have access to the local news of the newspapers and have charge of seeing that such news is obtained by AP.

102. Of the 64 exclusively morning English language newspapers published in the United States which had an average daily circulation of over 50,000, all, except the Chicago Sun, are members of AP. All but two of the morning newspapers having a circulation of between 25,000 and 50,000 are members of AP.

103. INS has four morning newspaper subscribers which do not also receive the service of UP or AP, and four evening newspaper subscribers with circulations of 10,000 or more which do not also receive the services of UP or AP.

104. Out of approximately 300 newspapers in the United States having a daily circulation of 25,000, none subscribes to INS which does not also receive the service of UP or AP or both.

105. There are 496 cities in the United States in which none of the daily English language newspapers published therein is a member of AP.

[fol. 3194] RESTRICTIONS UPON ACCESS TO COMPETING NEWS SERVICES

106. UP has entered into "asset value" contracts with 215 of its subscribers, scattered among 144 cities of the United States, whereby if another newspaper wishes to obtain UP service but will compete with a holder of an "asset value" contract, the newcomer must pay to the holder the amount stated as the "asset value" of his contract.

107. UP has entered into no asset value contracts covering morning papers in New York, Chicago, Washington, Philadelphia, Detroit, Los Angeles, Cleveland, Balti-

more, St. Louis, or Boston and no such contracts covering evening papers in New York, Washington, Philadelphia, Detroit, Cleveland, Baltimore, St. Louis, Boston or Pittsburgh.

108. INS has entered into "asset value" contracts with 64 of its subscribers, scattered among 62 cities, whereby, if another newspaper wishes to obtain INS service but will compete with a holder of an "asset value" contract, the newcomer must pay to the holder the amount stated as the "asset value" of his contract.

109. The "asset value" of 7 of the INS contracts was under $10,000; of 18 it was between $10,000 and $20,000; of 13 it was between $20,000 and $30,000; of 13 it was between $30,000 and $40,000; of 3 it was between $40,000 and $50,000; of 7 it was between $50,000 and $60,000; of 1 it was between $60,000 and $70,000; of 1 it was between $90,000 and $100,000; and of 1 it was $199,188.60.

110. INS has entered into contracts with 13 of its newspaper subscribers whereby such subscribers are exclusively entitled to the news services of INS in their respective territories.

111. AP members publishing the only newspapers published in 17 cities of the United States are also parties to [fol. 3195] "asset value" contracts with both UP and INS. In nine other cities where all the newspapers in each of such cities are under the same ownership the AP member owner has "asset value" contracts also with both UP and INS. In 18 other cities either the only morning or the only evening newspaper published therein has the exclusive right to AP service and also "asset value" contracts with UP and INS.

Facts Surrounding Formation of AP

112. AP was organized in 1900 as the immediate successor of a former Illinois corporation of the same name (hereinafter referred to as AP of Illinois) as a result of the decision of the Supreme Court of Illinois in Inter-Ocean Publishing Company v. Associated Press 184 Ill. 438 (1900).

113. AP was organized to take over the business of AP of Illinois and to admit all members of AP of Illinois with rights and privileges as nearly as practicable exactly the same as those they enjoyed in AP of Illinois.

114. The most radical change made in the by-laws of AP when first adopted as compared with the by-laws of AP of Illinois was the conversion of an unqualified veto power of certain members over the admission of an applicant which competed with such members into a "right of protest" which, when exercised, had the effect of preventing the Board of Directors of AP from electing the applicant, but which could be overruled by the affirmative vote of four-fifths of all of the members of AP.

115. Over 90 per cent of the stockholders and members of AP of Illinois became members of AP in 1900.

116. Out of 603 original members of AP, 278 had possessed veto rights over the admission of competing applicants to AP of Illinois, and they were given "protest rights" in AP in defined territories ranging from a given city to a territory within a radius of 150 miles.

[fol. 3196]. CERTAIN RECENT AMENDMENTS TO AP BY-LAWS

117. Under Section 2(a) of Article III of the by-laws of AP as in effect from April 1942 to February 1943, the respective amounts which applicants elected to membership in AP were required to pay their AP member competitors in order to obtain AP membership were as follows as of July 1, 1942, for the 11 largest cities of the United States:

City	Morning	Evening
New York	$1,432,142.73	$1,095,003.21
Chicago	416,631.90	595,772.31
Philadelphia	391,173.12	427,918.20
Detroit	273,929.91	300,702.16
Los Angeles	493,266.24	156,652.37
Cleveland	200,721.33	204,561.66
Baltimore	209,199.75	293,248.83
St. Louis	233,932.29	271,802.49
Boston	336,759.45	310,025.82
Pittsburgh	191,703.24	185,195.79
Washington, D. C.	184,421.49	182,974.50

118. Under Section 2(a) of Article III of the by-laws of AP as amended in February 1943 and now in effect, the respective amounts which applicants elected to membership in AP are required to pay their AP member com-

petitors in order to obtain AP membership are as follows for the 11 largest cities in the United States:

City	Morning and Sunday	Evening
New York	$824,333.82	$575,003.49
Chicago	334,250.46	342,310.35
Detroit	152,789.68	154,606.86
Los Angeles	228,126.82	134,709.80
St. Louis	182,323.42	186,882.23
Baltimore	169,163.78	148,658.13
Boston	253,680.16	218,917.92
Cleveland	144,865.63	131,474.18
Philadelphia	286,719.35	288,115.26
Pittsburgh	188,598.87	147,606.41
Washington, D. C.	118,930.08	88,293.20

[fol. 3197] 119. The amounts payable under Section 2(a) of Article III of the AP by-laws were not in fact computed upon the value of the share in the capital assets of AP to which a new member becomes entitled on admission.

120. No payment is required of an applicant for AP membership who does not compete with any existing AP membership although such applicant upon admission becomes equally a co-owner of the capital assets of AP.

121. Prior to April 20, 1942, AP never demanded of new members that they make any contribution to AP members or to AP.

ADMISSION TO AP BY ACQUIRING EXISTING MEMBERSHIPS

122. Thirty-five present members of AP, including the owners of The New York Daily News, The New York Sun, The New York Telegram, The New York Daily Mirror, The New York Journal-American and The Chicago Herald-American acquired their memberships pursuant to Section 4 of Article III of the AP by-laws, by acquiring, by purchase or merger, the ownership of newspapers from prior owners already members of AP.

123. In Metropolitan centers AP memberships have often been carried on the books of AP member newspapers at values upwards of $1,000,000 and in the early twenties trans-

fers of such memberships were made for considerations well into the hundreds of thousands of dollars.

124. The owner of The Chicago Herald-American acquired its present morning membership in AP for a consideration of $1,300,000.00.

125. The owner of The Chicago Sun offered to pay $250,000.00 to purchase the morning AP membership of The Chicago Herald-American.

[fol. 3198] Bond Holder Vote

126. In 1942, out of 1,247 members of AP in the United States, there were only 99 newspaper corporations which held bonds of AP in the face value of $1,000 or more, with the accompanying 40 extra votes for directorships attached to each such holding.

127. In only two instances since 1900 has the bondholder vote differed from the popular vote on the election of directors.

128. The bond holder vote is not permitted to vote on the admission of new members, but each member has only one vote on the admission of members.

129. Every holder of AP bonds has waived his right to receive interest thereon, and has thereby become entitled to the voting rights accompanying said bonds.

130. The bond holder vote rather than the membership vote completely controls the selection of AP directors.

131. In each of the years 1937-1942 the number of votes for each nominee for director cast by members because of their bond holdings greatly exceeded the member votes.

132. With respect to 45 of the 70 nominees for directorships during these years the bond holder vote was ten or more times as great as the membership vote.

The Canadian Press

133. In 1935, AP entered into an agreement with The Canadian Press which is still in effect and which has been observed and performed by the parties thereto.

134. The contract between AP and The Canadian Press, dated November 1, 1935, is correctly set forth in Exhibit

No. 1, attached to plaintiff's interrogatories propounded to AP.

[fol. 3199] 135. On September 15, 1942, The Canadian Press had a total of 87 regular members and one associate member, with a total daily average circulation of 2,305,203.

136. As of February, 1943, there were seven English language Canadian daily newspapers, with a total daily average circulation of 116,583, which were not members of The Canadian Press.

137. A wholly-owned subsidiary of UP, British United Press, operates in Canada and covers Canadian news. There are 53 Canadian newspapers and 39 Canadian radio stations which are subscribers to the news service of British United Press. UP and British United Press exchange their news reports. All Canadian radio stations which are subscribers to the service of British United Press are obligated to supply their local news to it.

138. INS, the Chicago Tribune, and the New York Times also have news-gathering facilities in Canada.

139. Many AP members maintain correspondents in Canada and have exchange of news report arrangements with Canadian newspapers.

Acquisition of Wide World Photos, Inc.

140. In 1941, AP for a consideration of $359,025.58 acquired the entire capital stock of Wide World Photos, Inc., a New York corporation owned by the New York Times.

141. The contract between AP, The New York Times Company and Wide World Photos, Inc., for the purchase by AP of the capital stock of Wide World Photos, Inc., dated July 25, 1941, is correctly set forth in Exhibit No. 40, attached to plaintiff's first request for admissions addressed to the defendants.

142. At the time of this acquisition, Wide World Photos, Inc. had 127 customers (including 60 English language newspapers published in the United States) located in all [fol. 3200] parts of the world, of which 49 were members of AP and 78 were non-members.

143. Before this acquisition, AP had operated its own news picture service and AP, International News Photos,

an affiliate of INS, Acme News Pictures, Inc., an affiliate of UP, and Wide World Photos, Inc., were the four largest news photographic services in the United States.

144. 637 out of 1247 members of AP subscribed to AP's newspicture service.

145. Of the 49 AP members subscribing to the newspicture service of Wide World Photos, Inc., all but seven also took newspictures from AP.

146. Wide World was organized primarily for the purpose of furnishing newspictures for use by the New York Times. In order to reduce the cost of such pictures to the New York Times, Wide World sold newspictures to newspapers and others.

147. At the time of its acquisition by AP Wide World owned a library or morgue of newspictures in excess of one million in number, which was considerably more adequate than that of the Associated Press. Members of AP had complained of the inadequacy of its background pictures and it was consequently interested in acquiring such a morgue.

148. In every year the expenses of Wide World exceeded its income, and the New York Times considered that its cost to it was excessive.

149. The New York Times had decided to discontinue the operations of Wide World but was willing to sell it to The Associated Press.

150. By this acquisition AP augmented its newspicture service by making available to AP members a general type of newspicture which it had available theretofore only in small volume.

[fol. 3201] 151. There was no substantial competition between AP and Wide World at the time of the acquisition of Wide World by AP.

Conclusions of Law

I. The defendants by promulgating and agreeing to observe and by observing and applying By-laws of The Associated Press, whereby members of The Associated Press publishing newspapers in the same territory and in the same "field" (morning, evening or Sunday) as an applicant, publishing a newspaper in the United States of Amer-

ica or its territories, for membership in The Associated Press may impose, or dispense with, any conditions upon the admission of such applicant, and whereby the defendants, in passing upon an application of such applicant for membership, may take into consideration the effect of admission upon the ability of such applicant to compete with members of The Associated Press in the same territory and "field," have violated an act of Congress approved July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies."

II. The defendants, by promulgating and agreeing to observe and by observing and applying Article VII, Section 4, of the By-laws of The Associated Press withholding the news reports of The Associated Press from newspapers published in the United States of America or its territories, owned by persons other than members of The Associated Press, taken in connection with the by-laws and agreements described in Conclusion I hereof, have violated an act of Congress approved July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies."

III. The provisions of the by-laws of AP that AP should furnish its news reports to member newspapers only, taken by themselves and apart from the by-laws and agreements described in Conclusion I, are reasonable and are not in violation of the Anti-trust Statutes of the United States.

[fol. 3202] IV. The defendants, by promulgating and agreeing to observe and by observing and applying the provision of Article VIII, Section 6, of the By-Laws of The Associated Press that, "No member shall furnish, or permit anyone to furnish to anyone not a member of this Corporation the news which he or it is required by the By-Laws to supply to this Corporation", restricting the members of The Associated Press and persons in their employ from furnishing local news of spontaneous origin gathered by them to persons other than The Associated Press and its members, taken in connection with the by-laws and agreements described in Conclusion I hereof, have violated an act of Congress approved July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies."

V. The provisions of the by-laws of the defendant AP that each regular member furnish exclusively to AP local

news of spontaneous origin, taken by themselves and apart from the by-laws and agreements, described in Conclusion I, are reasonable and are not in violation of the Anti-trust Statutes of the United States.

VI. The defendant, The Associated Press, by entering into an agreement with The Canadian Press dated November 1, 1935, whereby The Associated Press obtains the exclusive right to receive the news reports of The Canadian Press and its members, and the defendants, by observing and performing said exclusive provisions of said agreement, taken in connection with the by-laws and agreements described in Conclusion I hereof, have violated an act of Congress approved July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies."

VII. The provisions of said contract between the defendant AP and The Canadian Press, taken by themselves and apart from the by-laws and agreements described in Conclusion I, are reasonable and are not in violation of the Anti-trust Statutes of the United States.

[fol. 3203-3204] VIII. The acquisition by The Associated Press of the capital stock of Wide World Photos, Inc., did not substantially lessen competition and was not in violation of an act of Congress approved July 2, 1890, entitled "An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopolies," or of Section 7 of an act of Congress approved October 15, 1914, entitled "An Act to supplement existing laws against unlawful restraints and monopolies, and for other purposes."

IX. AP does not monopolize or dominate the furnishing of news reports, news pictures, or features to newspapers in the United States.

X. AP does not monopolize or dominate access to the original sources of news.

XI. AP does not monopolize or dominate transmission facilities for the gathering or distribution of news reports, news pictures, or features.

Dated New York, N. Y., this 13th day of January, 1944.

Learned Hand, Augustus N. Hand, Thomas W. Swan,
Circuit Judges sitting as the District Court.

[fol. 3205] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA, Plaintiff,

against

THE ASSOCIATED PRESS, *et al.*, Defendants

JUDGMENT

This cause having come on for hearing before the Court upon a motion by the plaintiff for summary judgment, counsel for the parties having been heard, and the Court having determined, upon consideration of the pleadings, depositions, and admissions on file, together with the affidavits filed by the plaintiff and the defendants, that there is no genuine issue between the parties as to any material fact, and the Court having filed its opinion herein on the 6th day of October, 1943, and its findings of fact and its conclusions of law on the 13th day of January, 1944.

It is hereby ordered, adjudged and decreed as follows:

I

A. That the defendants, by promulgating and agreeing to observe and by observing and applying By-laws of The Associated Press, whereby members of The Associated Press publishing newspapers in the same territory and in the same "field" (morning, evening or Sunday) as an applicant, publishing a newspaper in the United States of [fol. 3206] America or its territories, for membership in The Associated Press may impose, or dispense with, any conditions upon the admission of such applicant, and whereby the defendants, in passing upon an application of such applicant for membership, may take into consideration the effect of admission upon the ability of such applicant to compete with members of The Associated Press in the same territory and "field", have violated an act of Congress approved July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies," and

B. That Article III, Sections 1-3, inclusive, of the By-laws of The Associated Press, presently in force, are declared and adjudged to be illegal, and are hereby cancelled, and The Associated Press, its officers, directors, agents,

representatives and employees, and each of its members, their officers, directors, agents, representatives, and employees, be, and each of them are, perpetually enjoined and restrained from agreeing to observe and observing said by-laws, and from promulgating, agreeing to observe and observing any new or amended by-laws having a like purpose or effect in respect of admission to The Associated Press of applicants publishing newspapers in the United States of America or its territories; provided, however, that nothing herein shall prevent the adoption by The Associated Press of new or amended by-laws which will restrict admission, provided that members in the same city and in the same "field" (morning, evening or Sunday), as an applicant publishing a newspaper in the United States of America or its territories, shall not have power to impose, or dispense with, any conditions upon his admission and that the by-laws shall affirmatively declare that the effect of admission upon the ability of such applicant to compete with members in the same city a: "field" shall not be taken into consideration in passing upon his application.

[fol. 3207] II

A. That the defendants, by promulgating and agreeing to observe and by observing and applying Article VII, Section 4, of the By-laws of The Associated Press withholding the news reports of The Associated Press from newspapers published in the United States of America or its territories, owned by persons other than members of The Associated Press, taken in connection with the by-laws and agreements described in Paragraph I hereof, have violated an act of Congress approved July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies," and

B. That Article VII, Section 4, of the By-laws of The Associated Press, presently in force, taken in connection with the by-laws and agreements described in Paragraph I hereof, is declared and adjudged to be illegal, and is hereby cancelled, and The Associated Press, its officers, directors, agents, representatives and employees, and each of its members, their officers, directors, agents, representatives and employees, be, and each of them are, enjoined and restrained from agreeing to observe and observing said by-

laws, and from promulgating, agreeing to observe and observing any new or amended by-laws having a like purpose or effect, in respect of newspapers published in the United States of America or its territories.

III

A. That the defendants, by promulgating and agreeing to observe and by observing and applying the provision of Article VIII, Section 6, of the By-laws of The Associated Press that, "No member shall furnish, or permit anyone to furnish to anyone not a member of this Corporation the news which he or it is required by the By-laws to supply to this Corporation," restricting the members of The Associated Press and persons in their employ from furnishing [fol. 3208] local news of spontaneous origin gathered by them to persons other than The Associated Press and its members, taken in connection with the by-laws and agreements described in Paragraph I hereof, have violated an act of Congress approved July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies," and

B. That the said provision in the first sentence of Section 6, Article VIII of the By-laws of The Associated Press, presently in force, taken in connection with the by-laws and agreements described in Paragraph I hereof, is declared and adjudged to be illegal, and is hereby cancelled, and The Associated Press, its officers, directors, agents, representatives, and employees, and each of its members, their officers, directors, agents, representatives and employees, be, and each of them are, enjoined and restrained from agreeing to observe and observing said by-laws, and from promulgating, agreeing to observe and observing any new or amended by-laws or agreements between The Associated Press and any members thereof having a like purpose or effect.

IV

A. That the defendant, The Associated Press, by entering into an agreement with The Canadian Press dated November 1, 1935, whereby The Associated Press obtains the exclusive right to receive the news reports of The Canadian Press and its members, and the defendants, by observing and performing said exclusive provisions of said

agreement, taken in connection with the by-laws and agreements described in Paragraph I hereof, have violated an act of Congress approved July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies," and

B. That the said exclusive provisions of said agreement between The Associated Press and The Canadian Press [fol. 3209] dated November 1, 1935, taken in connection with the by-laws and agreements described in Paragraph I hereof, are declared and adjudged to be illegal, and are hereby cancelled, and The Associated Press, its officers, directors, agents, representatives, and employees, be, and they hereby are, enjoined and restrained from performing and observing the said exclusive provisions of said agreement, and from entering into any other agreement with The Canadian Press having a like exclusive provision.

V

That leave is hereby granted the defendants to apply to this Court for modification or termination of Paragraphs IIB, IIIB and IVB hereof, upon furnishing satisfactory proof that they have amended the By-laws of The Associated Press in conformity with Paragraph I hereof.

VI

That jurisdiction of this cause is retained for the purpose of enabling the plaintiff or the defendants to apply to the Court at any time for such further orders or directions as may be necessary or appropriate for the construction or carrying out of this judgment, for the modification or termination of any of the provisions thereof, for the enforcement and compliance therewith, and for the punishment of violations thereof.

VII

That that portion of the complaint challenging as illegal the acquisition by The Associated Press of the capital stock of Wide World Photos, Inc., and praying that The Associated Press be required to divest itself of said stock and of all interest in Wide World Photos, Inc., be and it is hereby dismissed.

[fol. 3210] VIII

That the operation of Paragraphs II, III and IV of this judgment be stayed for a period of one hundred and twenty days after the date upon which this judgment is entered, and that the entire judgment be stayed for a period of sixty days after the date upon which this judgment is entered, and subsequently for the pendency of any appeal to the Supreme Court of the United States, if an appeal is taken within said period of sixty days from the date upon which this judgment is entered.

Dated New York, N. Y., this 13th day of January, 1944.

Learned Hand, Thomas W. Swan, Augustus N. Hand,
Circuit Judges sitting as the District Court.

[fol. 3211] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

[Title omitted]

PETITION FOR A DIRECT APPEAL TO THE SUPREME COURT OF THE UNITED STATES

To The Hon. Learned Hand, Circuit Judge for the Second Circuit; The Hon. Thomas W. Swan, Circuit Judge for the Second Circuit; The Hon. Augustus N. Hand, Circuit Judge for the Second Circuit:

Now come The Associated Press, Paul Bellamy, George Francis Booth, John Cowles, William Hutchinson Cowles, Edward King Gaylord, Houston Harte, Josh L. Horne, Clark Howell, Jr., Joseph Russell Knowland, Robert McLean, Leonard Kimball Nicholson, Frank Brett Noyes, Paul Patterson, Stuart Hoffman Perry, E. Lansing Ray, Edward Hubert Butler, The Adrian Telegram, The A. S. Abell Company, Bulletin Company, The Constitution Publishing Company, Cowles Publishing Company, The Evening Star Newspaper Company, Forest City Publishing Company, The Kansas City Star Company, The Oklahoma Publishing Co., The Register and Tribune Company, Rocky Mount Publishing Co., Globe Democrat Publishing Co., San Angelo Standard, Inc., The Times-Picayune Publishing Company, The Tribune Publishing Co., and Worcester [fols. 3212-3213] Telegram Publishing Co., Inc., defendants

herein and feeling themselves aggrieved by each and every part of the final judgment, order and decree of the District Court entered herein on the 13th day of January, 1944 (except paragraphs VII and VIII thereof), do hereby appeal from each and every part of said final judgment, order and decree (except paragraphs VII and VIII thereof), to the Supreme Court of the United States because of errors prejudicial to defendants which are set forth in the assignment of errors presented and filed herewith, and pray that their appeal be allowed and that citation be issued as provided by law and that the record on appeal be made and certified and sent to the Supreme Court of the United States, in accordance with the rules of that Court.

And your petitioners further pray that an order be made fixing the amount of security which your petitioners shall give and furnish upon such appeal.

Dated: March 9, 1944.

John T. Cahill, Thurlow M. Gordon, 63 Wall Street, New York, N. Y.; Morris Hadley, Timothy N. Pfeiffer, 15 Broad Street, New York, N. Y., Counsel for above-named Defendants.

[fol. 3214] In the District Court of the United States for the Southern District of New York

[Title omitted]

Assignment of Errors

Come now The Associated Press, Paul Bellamy, George Francis Booth, John Cowles, William Hutchinson Cowles, Edward King Gaylord, Houston Harte, Josh L. Horne, Clark Howell, Jr., Joseph Russell Knowland, Robert McLean, Leonard Kimball Nicholson, Frank Brett Noyes, Paul Patterson, Stuart Hoffman Perry, E. Lansing Ray, Edward Hubert Butler, The Adrian Telegram, The A. S. Abell Company, Bulletin Company, The Constitution Publishing Company, Cowles Publishing Company, The Evening Star Newspaper Company, Forest City Publishing Company, The Kansas City Star Company, The Oklahoma Publishing Co., The Register and Tribune Company, Rocky Mount Publishing Co., Globe Democrat Publishing Co., San Angelo Standard, Inc., The Times-Picayune Publishing Company,

The Tribune Publishing Co., and Worcester Telegram Publishing Co., Inc., defendants herein, and file the following assignment of errors upon which they shall rely in the prosecution of the appeal to the Supreme Court of the United States herein petitioned for from each and every part of the order, judgment and decree (except paragraphs VII and VIII thereof) of the statutory three-judge District [fol. 3215] Court of the United States for the Southern District of New York entered on the 13th day of January, 1944.

The District Court of the United States for the Southern District of New York erred:

1. In concluding as a matter of law and in holding and adjudicating that the defendants, by promulgating and agreeing to observe and by observing and applying By-laws of The Associated Press (hereinafter called AP) whereby members of AP publishing newspapers in the same territory and in the same field" (morning, evening or Sunday) as an applicant for membership in AP may impose or dispense with conditions upon the admission of the applicant, and whereby defendants in passing upon an application may consider the effect of admission upon the ability of the applicant to compete with members, have violated the Sherman Act.

2. In concluding as a matter of law and in holding and adjudicating that the defendants, by promulgating and agreeing to observe and by observing and applying Article VII, Section 4 of the AP By-laws providing that its news reports shall be furnished only to members, when taken in connection with AP By-laws relating to admission to membership or with the promulgation or observance thereof, have violated the Sherman Act.

3. In concluding as a matter of law and in holding and adjudicating that the defendants, by promulgating and agreeing to observe and by observing and applying the provision of Article VIII, Section 6 of the AP By-laws requiring its members to furnish local news of spontaneous origin gathered by them exclusively to AP, when taken in connection with AP by-laws relating to admission to membership or with the promulgation or observance thereof, have violated the Sherman Act.

4. In concluding as a matter of law and in holding and adjudicating that AP by entering into an agreement with [fol. 3216] The Canadian Press under which AP has the exclusive right to receive the news reports of The Canadian Press and its members, when taken in connection with AP by-laws relating to admission to membership or with the promulgation or observance thereof, has violated the Sherman Act, and in concluding as a matter of law and in holding and adjudicating that the defendants by observing and performing said exclusive provisions of said agreement, when taken in connection with AP by-laws relating to admission to membership or with the promulgation or observance thereof, have violated the Sherman Act.

5. In declaring and adjudging to be illegal and in cancelling Article III, Sections 1 to 3 of the By-laws of AP, and in enjoining AP, its officers, directors, agents, representatives and employees, and each of its members, their officers, directors, agents, representatives and employees, from agreeing to observe and observing said By-laws and from promulgating, agreeing to observe and observing any new or amended by-laws having a like purpose or effect in respect of admission of applicants to AP.

6. In declaring and adjudging to be illegal and in cancelling Article VII, Section 4 of the By-laws of AP, and in enjoining AP, its officers, directors, agents, representatives and employees, and each of its members, their officers, directors, agents, representatives and employees, from agreeing to observe and observing said By-law and from promulgating, agreeing to observe and observing any new or amended by-laws having a like purpose or effect.

7. In declaring and adjudging to be illegal and in cancelling the provision of Article VIII, Section 6 of the By-laws of AP requiring its members to furnish local news of spontaneous origin gathered by them exclusively to AP, and in enjoining AP, its officers, directors, agents, representatives and employees, and each of its members, their officers, directors, agents, representatives and employees, from agreeing to observe and observing said By-law and [fol. 3217] from promulgating, agreeing to observe and observing any new or amended by-laws having a like purpose or effect.

8. In declaring and adjudging to be illegal and in cancelling the exclusive provisions of the agreement with The Canadian Press whereby AP obtains the exclusive right to receive the news reports of The Canadian Press and its members, and enjoining AP, its officers, directors, agents, representatives and employees, from performing and observing the said exclusive provisions of said agreement and from entering into any other agreement with The Canadian Press having a like exclusive provision.

9. Although it correctly found that the growth of news agencies has been fostered as a result of the restrictions of AP services to its own members, in erroneously finding that there were other restrictions imposed by AP which have hampered and impeded the growth of competing news agencies and of newspapers competitive with members of AP.

10. Although it based its decision on the invalidity of certain AP By-laws *per se*, in nevertheless entering an erroneous finding that the AP By-laws relating to admissions and to the exclusive right to local news of spontaneous origin have been observed, carried out and applied in practice.

11. In subjecting the press and AP to such regulation and control as to violate the First Amendment to the Constitution.

12. In holding that the public interest requires AP or its members to serve those whom they do not wish to serve.

13. In basing its decision upon a discriminatory legal theory applicable only to the press, in violation of the First Amendment to the Constitution.

[fol. 3218] 14. In assuming a legislative power in requiring AP and its members to serve those whom they do not wish to serve, in violation of Article I, Section 1 and Article I, Section 8, Paragraph 18 of the Constitution.

15. In requiring AP and its members to serve those whom they do not wish to serve, and in depriving them of the right to determine the terms upon which their service shall be available, in violation of the Fifth Amendment to the Constitution.

16. In subjecting AP and its members, in their collection and distribution of news reports, news pictures and features, to federal regulation and control, in violation of the Ninth Amendment and the Tenth Amendment to the Constitution.

17. In granting an injunction in paragraph I of the judgment of vague and uncertain scope, contrary to Rule 65 (d) of the Federal Rules of Civil Procedure.

18. In granting any part of the Government's motion for summary judgment.

19. In not denying the Government's motion for summary judgment.

20. In holding that there was no genuine issue between the parties as to any material fact.

21. In entering judgment against the defendants, or any of them.

22. In not entering summary judgment against the plaintiff.

23. In not dismissing all of the complaint on the merits.

Wherefore, petitioners pray that that part of the final order, judgment and decree entered herein on the 13th day of January, 1944 appealed from be reversed and that such [fols. 3219-3220] other and further relief be granted as to the Court may seem just and proper.

John T. Cahill, Thurlow M. Gordon, 63 Wall Street, New York, N. Y.; Morris Hadley, Timothy N. Pfeiffer, 15 Broad Street, New York, N. Y., Counsel for the above named Defendants.

Dated: March 9, 1944.

[fol. 3221] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

[Title omitted]

ORDER ALLOWING APPEAL

Defendants, The Associated Press, Paul Bellamy, George Francis Booth, John Cowles, William Hutchinson Cowles, Edward King Gaylord, Houston Harte, Josh L. Horne,

Clark Howell, Jr., Joseph Russell Knowland, Robert McLean, Leonard Kimball Nicholson, Frank Brett Noyes, Paul Patterson, Stuart Hoffman Perry, E. Lansing Ray, Edward Hubert Butler, The Adrian Telegram, The A. S. Abell Company, Bulletin Company, The Constitution Publishing Company, Cowles Publishing Company, The Evening Star Newspaper Company, Forest City Publishing Company, The Kansas City Star Company, The Oklahoma Publishing Co., The Register and Tribune Company, Rocky Mount Publishing Co., Globe Democrat Publishing Co., San Angelo Standard, Inc., The Times-Picayune Publishing Company, The Tribune Publishing Co., and Worcester Telegram Publishing Co., Inc., having filed a petition for appeal to the Supreme Court of the United States from each and every part of the final judgment, order and decree entered herein on January 13, 1944 (except paragraphs VII and VIII thereof), and having filed their assignment of errors, it is

Ordered, that an appeal by the petitioners in the above entitled cause to the Supreme Court of the United States [fol. 3222] from each and every part of the final judgment, order and decree heretofore filed and entered herein on January 13, 1944 (except paragraphs VII and VIII thereof), be and the same is hereby allowed, and that the record on appeal be made and certified and sent to the Supreme Court of the United States in accordance with the rules of that Court, said appeal being hereby made returnable forty (40) days from the date hereof;

Ordered Further, that the bond on appeal, to be approved by this Court, is fixed at the sum of $750.

Dated at New York, New York, this 9th day of March, 1944.

—— United States Circuit Judge for the Second Circuit. Thomas W. Swan, United States Circuit Judge for the Second Circuit. Augustus N. Hand. United States Circuit Judge for the Second Circuit.

[fols. 3223-3225] Bond on appeal for $750.00 approved. Omitted in printing.

[fol. 3226] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

[Title omitted]

PRAECIPE

To the Clerk of the United States District Court for the Southern District of New York:

You are hereby requested to make a transcript of the record to be filed in the Supreme Court of the United States, pursuant to an appeal allowed in the above entitled cause on behalf of The Associated Press, Paul Bellamy, George Francis Booth, John Cowles, William Hutchinson Cowles, Edward King Gaylord, Houston Harte, Josh L. Horne, Clark Howell, Jr., Joseph Russell Knowland, Robert McLean, Leonard Kimball Nicholson, Frank Brett Noyes, Paul Patterson, Stuart Hoffman Perry, E. Lansing Ray, Edward Hubert Butler, The Adrian Telegram, The A. S. Abell Company, Bulletin Company, The Constitution Publishing Company, Cowles Publishing Company, The Evening Star Newspaper Company, Forest City Publishing Company, The Kansas City Star Company, The Oklahoma Publishing Co., The Register and Tribune Company, Rocky Mount Publishing Co., Globe Democrat Publishing Co., San Angelo Standard, Inc., The Times-Picayune Publishing Company, The Tribune Publishing Co., and Worcester Telegram Publishing Co., Inc., and to include in such transcript of record the following, and no other papers and exhibits, to wit:

1. Plaintiff's complaint and exhibits thereto A through F inclusive.

[fol. 3227] 2. Answer of defendant The Associated Press and certain other defendants, individual and corporate.

3. Answer of defendants Tribune Company and Robert Rutherford McCormick.

4. Expediting certificate filed by plaintiff pursuant to the Expediting Act of February 11, 1903, as amended.

5. Designation of three judges to hear the case.

6. Plaintiff's request for admissions filed January 6, 1943 and exhibits thereto 1 to 8 inclusive, 10 to 43 inclusive, and the text of exhibit 9.

7. Responses of defendants The Associated Press, et al., to plaintiff's request for admissions.

8. Plaintiff's second request for admissions and exhibits thereto 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3-A, 3-B, 4-A, 4-B, 4-C, 5-A, 5-B, 5-C, 5-D, 6-A, 6-B and 6-C.

9. Responses of defendants The Associated Press, et al., to additional requests for admissions and exhibits thereto A, B, C, D, E and F.

10. Answers of defendants Tribune Company and Robert Rutherford McCormick to plaintiff's first and second requests for admissions.

11. Interrogatories of plaintiff to be answered by defendant The Associated Press and exhibits thereto 1 to 8 inclusive, and 10 to 13 inclusive.

12. Interrogatories of plaintiff to be answered by defendants Tribune Company and Robert Rutherford McCormick.

13. Answers of defendant The Associated Press to the interrogatories addressed to it by plaintiff.

14. Answers of defendants Tribune Company and Robert Rutherford McCormick to the interrogatories ad-[fol. 3228] dressed to them by plaintiff, and exhibits thereto 1 to 18 inclusive, including exhibit 14A.

15. Interrogatories of plaintiff served upon defendants the Bulletin Company and Robert McLean, plaintiff's exhibits 1, 1a, 1B, 1C, 1D and 2 attached thereto, answers of defendants the Bulletin Company and Robert McLean to the interrogatories served upon them by plaintiff, and defendants' exhibits thereto A, B, B(1), B(2), B(3) and C.

16. Stipulation dated February 27, 1943 and exhibits thereto A, B, C and D.

17. Interrogatories on behalf of defendant The Associated Press, exhibits thereto 1 and 2, answers of plaintiff to those interrogatories, exhibits 1, 2-A and 2-B to those answers and, as printed by defendants The Associated Press, et al. for the benefit of the District Court, exhibits 3-A, 3-B and 5 to those answers, description of exhibits 4-A, 4-B, 6 and 7 to those answers.

18. Requests by defendant The Associated Press for admissions by the plaintiff, exhibits thereto A, B, C, D, E, F,

G, H, I, J, K and L, responses of plaintiff to such requests for admissions, and exhibits A, B and C to such responses.

19. Motion for summary judgment filed by plaintiff May 25, 1943.

20. Affidavits filed by plaintiff in support of its motion for summary judgment, exhibit 1 to the affidavit of Thomas J. Barry, exhibits 5, 6, 7, 8, 9, 12 and 14 to the affidavit of Marshall Field, exhibit A, B-1, B-2, C-3 and C-4 to the affidavit of Guy Raynor Hill, exhibits 1 to 8 inclusive to the affidavit of Alfred McClung Lee dated May 10, 1943, ex-
[fol. 3229] hibits 1 to 14 inclusive to the affidavit of Alfred McClung Lee dated May 22, 1943, exhibits A, B, C and D to the affidavit of John Henry Lewin, exhibits A and B to the affidavit of N. S. MacNeish, exhibit A to the affidavit of J. A. McNeil, exhibits 1 and 2 to the affidavit of Thomas M. McNicholas, exhibits A and B to the affidavit of John J. Padulo, exhibits 1 to 6 inclusive to the affidavit of Harold L. Schilz dated May 24, 1943 and exhibits D, E, F, G, H, I and J to the affidavit of Edwin Moss Williams dated May 12 1943.

21. Affidavits filed on behalf of defendants Tribune Company and Robert Rutherford McCormick in opposition to the motion for summary judgment, exhibits 1 and 2 to the second affidavit of Robert Rutherford McCormick, exhibits 1 and 2 to the affidavit of William Donald Maxwell, exhibits A and B to the affidavit of Arch Ward and exhibits A, C and D to the affidavit of W. J. Byrnes.

22. Affidavits filed by defendants The Associated Press, et al. in opposition to motion of plaintiff for summary judgment (two volumes), exhibit 1 to the affidavit of Kent Cooper, exhibits A and B to the affidavit of Daniel J. Shiller dated June 19, 1943, exhibits 1 and 2 to the first affidavit of Edwin M. Williams dated June 17, 1943, exhibits 1 to 11 inclusive to the second affidavit of Edwin M. Williams dated June 17, 1943, exhibits 1 to 6 inclusive, including exhibit 5-a, to the affidavit of Fred S. Ferguson, exhibit 1 to the affidavit of Earl J. Johnson, exhibit A to the affidavit of William Mapel, exhibit 1 to the affidavit of Harold L. Cross, exhibits A, B, C, D and E to the affidavit of F. A. Resch, exhibits A, B and C to the affidavit of William W. Duson exhibit 1 to the affidavit of Paul Patterson, exhibit
[fol. 3230] 1 to the affidavit of Vance C. McCormick, exhibit

One to the affidavit of V. Hummel Berghaus, Jr., exhibits A and B to the affidavit of Paul Miller, exhibit A to the affidavit of Mary Bauer, exhibit 1 to the affidavit of J. A. McNeil, exhibits A and B to the affidavit of Einar B. Paust, exhibits A and B to the affidavit of Timothy N. Pfeiffer, and exhibit 1 to the affidavit of Robert R. Booth.

23. Counter affidavits filed in support of plaintiff's motion for summary judgment, and exhibits A, B, C and D to the affidavit of John Henry Lewin.

24. Notice of defendants The Associated Press, et al. to take depositions upon oral examination.

25. Narrative statement of examinations before trial filed herewith, and the following exhibits filed in connection therewith: exhibits introduced by defendants in connection with examinations held in New York, 1, 2, 3, 4, 5, 6A, 6B, 8, 9, 10, 11, 12, 13, 14, 15, 16, 16A, 17, 22, 23, 25, 26, 27, 28, 30, 31, 32, 35, 38, 39, 40, 41, 42, 44, 45, 46, 48, 49, 50, 51; exhibits introduced by defendants in connection with examinations held in Chicago, 1, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15 to 33 inclusive; exhibits introduced by plaintiff in connection with examinations held in New York, 1, 2, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 17A, 18, 19, 20, 21, 22, 43, 44, 45, 46; and exhibit 2 introduced by plaintiff in connection with examinations held in Chicago.

26. Opinion of the District Court filed October 6, 1943, together with the dissenting opinion of Judge Swan.

27. Findings of fact and conclusions of law filed by the District Court on January 13, 1944.

28. Final judgment of the District Court filed January 13, 1944.

[fol. 3231] 29. Petition for appeal.

30. Assignment of errors.

31. Jurisdictional statement (including appendices A to D inclusive).

32. Order allowing appeal.

33. Citation on appeal.

34. Bond on appeal.

35. Statement calling attention to the provisions of Supreme Court Rule 12(3).

36 Proof of service.

37. This praecipe and service thereof.

Said transcript is to be prepared as required by law and the Rules of this Court and Rules of the Supreme Court of

the United States, and is to be filed in the office of the Clerk of the Supreme Court.

Dated: April 3, 1944.

John T. Cahill, Thurlow M. Gordon, 63 Wall Street, New York 5, N. Y.; Morris Hadley, Timothy N. Pfeiffer, 15 Broad Street, New York 5, N. Y., Counsel for the Above Named Defendants.

Copy of the above praecipe and narrative statement of examinations before trial received this 4th day of April, 1944.

Charles H. Weston, A, Lawrence S. Apsey, A, Special Assistants to the Attorney General.

[fols. 3232-3233] [Title Omitted]

AFFIDAVIT OF SERVICE

STATE OF NEW YORK,
County of New York, ss.:

RICHARD HERMAN, being duly sworn, deposes and says:

1. I am over the age of eighteen years and not a party to this action.

2. On the 4th day of April, 1944, at or about 2:45 P. M. of that day, I served the annexed praecipe upon Charles Fahy, Solicitor General of the United States, Washington, D. C., by depositing a true and correct copy thereof in the post office box regularly maintained by the United States Government at 63 Wall Street, New York, New York, enclosed in a postpaid, sealed wrapper addressed to said attorney at the address above given.

Richard Herman.

Sworn to before me this 5th day of April, 1944. Mario Lorenti, Notary Public, New York County N. Y. Co. Clk's No. 293. Reg. No. 438-L-5. Kings Co. Clk's No. 83. Reg. No. 334-L-5. Commission expires March 30, 1945.

[fols. 3234-3237] Citation in usual form, filed March 9, 1944, omitted in printing.

[fol. 3238] IN THE DISTRICT COURT OF THE UNITED STATES, FOR THE SOUTHERN DISTRICT OF NEW YORK

[Title omitted]

PETITION OF TRIBUNE COMPANY AND ROBERT RUTHERFORD McCORMICK FOR APPEAL TO THE SUPREME COURT OF THE UNITED STATES

* * * * * * *

[fol. 3239] To The Honorable Learned Hand, the Honorable Thomas W. Swan and the Honorable Augustus N. Hand, Circuit Judges for the Second Circuit:

Now come Tribune Company, an Illinois corporation, and Robert Rutherford McCormick, defendants herein, and feeling themselves aggrieved by the final judgment of the District Court (except Paragraphs VII and VIII thereof) entered herein on the 13th day of January, 1944, pray an appeal therefrom (except said Paragraphs VII and VIII), jointly and severally, to the Supreme Court of the United States. The particulars wherein they consider the final judgment erroneous are set forth in their assignment of errors filed herewith. Wherefore, your petitioners pray that their appeal to the Supreme Court of the United States for the correction of the errors complained of be allowed and granted and that the record on appeal be made and certified and sent to the Supreme Court of the United States in accordance with the rules of that Court.

[fols. 3240-3241] Your petitioners further pray that an order be made fixing the amount of security which your petitioners shall give and furnish upon such appeal.

Dated: March 9, 1944.

Weymouth Kirkland, Howard Ellis, A. L. Hodson, George T. Townley, J. Howard Carter, Attorneys for Tribune Company and Robert Rutherford McCormick.

[3242] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

[Title omitted]

ASSIGNMENT OF ERRORS

Now come the defendants Tribune Company a corporation, and Robert Rutherford McCormick, by Weymouth Kirkland, Howard Ellis, A. L. Hodson, George T. Townley and J. Howard Carter, their attorneys, and, having filed their petition for appeal herein, say the court committed errors to their prejudice as follows:

Assignments re Judgment Paragraph I A

The holding of the court that the defendants here violated an Act of Congress approved July 2, 1890, entitled "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopolies" (herein called the Sherman Act)

> "by promulgating and agreeing to observe and by observing and apply By-laws of The Associated Press, whereby members of The Associated Press publishing newspapers in the same territory and in the same 'field' (morning, evening or Sunday) as an applicant, publishing a newspaper in the United States of America or its territories, for membership in The Associated Press may impose, or dispense with, any condi-[fol. 3243] tions upon the admission of such applicant, and whereby the defendants, in passing upon an application of such applicant for membership, may take into consideration the effect of admission upon the ability of such applicant to compete with members of The Associated Press in the same territory and 'field' (Judgment ¶ I A; Conclusions of Law ¶ I).

is erroneous in the following particulars:

1. Said by-laws of AP constitute an agreement between AP and each of its members ancillary to AP's sale of its services (news reports, news pictures and features) to its members that AP will not sell its services to any other publisher in the territory and field of a member

> (A) unless such other publisher be elected to membership by a majority of voters voting at a membership

meeting and upon election pays certain moneys to the member or members in the field and gives assurance that any news report and news pictures for which he shall have exclusively contracted shall be furnished to the member or members in the field at the same rate and upon the same terms as furnished to him,

(B) or unless such other publisher, upon waiver of said money payment, be elected to membership either by the members at a members' meeting or by the Board of Directors when no meeting of the members is in session and upon election gives assurance that any news reports and news pictures for which he has exclusively contracted shall be furnished to the member or members in the field at the same rate and upon the same terms as furnished to him;

and as ancillary restraints, said by-laws are reasonably limited in time and space, designed to protect the members in the enjoyment of the services purchased from AP, not tending toward monopoly, not unduly restrictive of competition, not injurious to the public interest and licit on principles of common law.

[fol. 3244] 2. It is a reasonable restraint of trade for AP to sell its services to a purchaser upon condition that it will not sell them to any other publisher in the city and field of the purchaser, or will not sell them save with consent of the purchaser, or, the purchaser not consenting, save upon other agreed terms and conditions not unlawful in themselves.

3. AP and the defendants have not monopolized or attempted to monopolize any part of interstate commerce as was properly held by the court in its Conclusions of Law (¶¶ IX, X and XI); and AP and the defendants have not restrained trade in any respect save by those reasonable contractual restrictions designed to protect, without injury to the public interest, the purchasers of AP's services in the enjoyment of that which they have purchased.

4. The said contractual by-law restrictions on admission of applicants in the field of a member are ancillary to and conditions of the sale of AP's services to the member and as such are not unreasonable per se, not unreasonable under the facts found by the court, and not unreasonable

under the facts established in the record on Motion for Summary Judgment.

5. This holding will coerce AP and the defendants, under penalties, to impart prior to general publication the news reports, news pictures and features of AP to those to whom AP desires not to impart the same and to whom AP would not impart the same save for this holding of the court, thus abridging the defendants' freedom of speech and of the press guaranteed by the First Amendment to the Federal Constitution, there being no clear and present danger to the maintenance of effective government or of orderly society or to interests which the state may lawfully protect.

6. This holding in contravention of the First Amendment discriminates against the newspaper press by preventing [fol. 3245] an agency of the press, performing an indispensable function, from selling news reports, news photos and features under those normal, usual, reasonable protective contractual restraints under which all other industrial producers are allowed to sell their products.

7. This holding discriminates against the newspaper press in contravention of the First Amendment by denying to newspaper publishers the right to be governed or influenced by competitive motives and considerations which always have been and still are allowed and required of all other industries.

8. This holding will require AP to furnish its services to all applicants therefor who will pay their share of the cost and, because of the prestige of AP, the excellence of its service, its size and the rendition of its services at cost and not for commercial profit, will substantially increase the number of AP members, will tend to drive other newsagencies from the industry, and will tend toward monopoly in contravention of the Sherman Act and of AP's right not to be or become a monopoly.

9. This holding is not warranted by the facts found by the court.

10. This holding is based upon Finding of Fact 70 as follows:

> "The growth of news agencies has been fostered to some extent as a result of the restrictions of The Asso-

ciated Press' services to its own members, but other restrictions imposed by The Associated Press have hampered and impeded the growth of competing news agencies and of newspapers competitive with members of The Associated Press."

which is erroneous in that the undisputed evidence does not warrant the finding that the other restrictions imposed [fol. 3246] by AP, singly and together, have hampered or impeded, or unreasonably hampered or impeded, the growth of competing news-agencies or of newspapers competitive with AP members.

11. The defendants are entitled to findings of fact concerning which there is no genuine issue between the parties, which are unmentioned in the findings of the court, but which if found for defendants would render this holding unwarranted, to-wit:

(a) Competition for exclusivity of news reports, news pictures and features is the chief arena of competition among news-agencies and newspapers: anything which lessens competition for exclusivity *pro tanto* lessens competition among newspapers and news-agencies.

(b) News reports, news pictures and features are customarily bought and sold by agencies and by newspapers on an exclusive basis or on other bases designed to protect a purchaser in his territory and field in the enjoyment of the services purchased.

(c) The news events of the world are equally open at the source to existing news-agencies or to any one desiring to start a news-agency.

(d) A small number of metropolitan newspapers can feasibly establish, maintain and operate an organization for collecting and disseminating all of the news of the world.

(e) Some of the existing news-agencies, smaller than AP, UP or INS, could feasibly and expeditiously be enlarged to furnish a fully adequate service covering domestic and foreign news.

(f) There are in the United States a large number of agencies which furnish news picture services adequate to meet the requirements of a newspaper.

(g) There are in the United States a large number of feature services, several of which are superior to AP's feature service.

[fol. 3247] (h) AP and the defendants have not promulgated or observed since 1915 any by-laws, rules, resolutions or agreements which prohibit or hinder the members of AP from purchasing or otherwise obtaining the news services, news picture services or feature services of any other agencies.

(i) Corporate action of AP respecting the admission of members (i. e. the determination to furnish its services) is properly taken by the majority of members of AP voting at a membership meeting or by such officers and directors of AP to whom such members may have delegated such authority.

(j) AP, in fixing the requirement that an applicant publisher pay a sum to be distributed to the member or members in the same field and locality equal to 10% of the total regular assessments paid by such member to AP, considered the following factors: 1. The value of the savings the applicant will realize as a result of obtaining AP service substantially at cost; 2. the expense of an existing member in offsetting the injury which will be sustained by his loss of exclusive AP service, and 3. the interest which the applicant will receive in the assets of AP;—and such payment is a fair and reasonable measure of such factors.

(k). The requirement is reasonable that an applicant publisher who desires to obtain AP services upon the same terms as AP furnishes such services to a member in the same field and locality, shall give assurance that any news and news picture services for which he has exclusively contracted shall be furnished to such AP member upon the same terms as such services are furnished to him.

(l) There is no showing that any newspaper has failed because it lacked an AP membership or was not

started because the intending publisher could not obtain one.

(m) AP's by-laws imposing limitations on the admissibility of applicants in the fields of members have [fol. 3248] not hampered or impeded the growth of other news-agencies but to the contrary have fostered the growth of such agencies.

(n) There is no clear and present danger to the maintenance of effective government or of orderly society or to interests which the state may lawfully protect should AP not be ordered to impart its news reports prior to general publication to those to whom it wishes not to impart the same.

12. The defendants are entitled to a trial of genuine issues of fact unmentioned in the findings of the court but which if found for the defendants would render this holding unwarranted.

Assignments re Judgment Paragraph I B

The cancellation and injunction of the court

"B. That Article III, Sections 1-3, inclusive [being the by-laws relating to admission of applicants] are declared and adjudged to be illegal, and are hereby cancelled, and The Associated Press, its officers, directors, agents, representatives and employees, and each of its members, their officers, directors, agents, representatives and employees, be, and each of them are perpetually enjoined and restrained from agreeing to observe and observing said by-laws, and from promulgating, agreeing to observe and observing any new or amended by-laws having a like purpose or effect in respect of admission to the Associated Press of applicants publishing newspapers in the United States of America or its territories; *provided, however,* that nothing herein shall prevent the adoption by The Associated Press of new or amended by-laws which will restrict admission, provided that members in the same city and in the same 'field' (morning, evening or Sunday), as an applicant publishing a newspaper in the United States of America or its territories, shall not [fol. 3249] have power to impose, or dispense with,

any conditions upon his admission and that the by-laws shall affirmatively declare that the effect of admission upon the ability of such applicant to compete with members in the same city and 'field' shall not be taken into consideration in passing upon his application." (Judgment ¶ I. B.)

is erroneous in the following particulars:

13. Said cancellation and injunction are predicated solely upon the erroneous holding that AP's by-laws restricting admission of applicants in the fields of members are unlawful, to which holding these defendants have assigned errors No. 1 to 12.

14. Said cancellation and injunction inconsistently and unnecessarily include by-laws relating to admission of applicants not in the fields of members, namely, the first sentence of Section 3 of Article III:

> "Applicants for membership may also be elected by the Board of Directors, when no meeting of the members of the Corporation is in session, in a field in a city where there is no existing membership at the time the application is filed."

15. Said injunction, contrary to Rule 65(d) Civil Procedure for District Courts of the United States, is not specific in terms and does not describe in reasonable detail the act or acts sought to be restrained.

16. Said injunction, contrary to Rule 65(d) aforesaid, does not make it reasonably clear whether or not the defendants will be in contempt of the injunction if they should not amend the by-laws of AP relating to the admission of applicants in the fields of members but on the contrary should continue operating without admitting any applicants in the fields of members and without adopting any by-laws relating thereto.

[fol. 3250] 17. Said injunction, contrary to Rule 65(d) aforesaid, does not make it reasonably clear whether or not the defendants will be in contempt of the injunction if they should amend the by-laws of AP respecting the admission of applicants in the field of a member (as authorized in the proviso above set forth) and should

> (a) any member, notwithstanding the affirmative declaration in the new and amended by-laws to the con-

trary, in passing on the admission of an applicant in the field of a member, deliberately take into consideration the prohibited competitive situation; or should any member do so after vainly trying to eradicate all traces of the prohibited consideration from his mind;

or should such new and amended by-laws

(b) permit members in the field of the applicant to vote on his admission;

(c) permit any members to vote on the admission of any applicant in the field of any member;

(d) permit the directors to vote on the admission of an applicant in the field of a member or not in the field of a member;

(e) fail to provide for the automatic admission of all applicants who shall meet preannounced reasonable standards of eligibility;

(f) provide for the payment of an admission fee by each applicant in the field of a member to reimburse the member in applicant's field for loss or dilution of his exclusivity in AP services;

(g) exact from each applicant in the field of a member the relinquishment of his exclusive rights, if any, to the news reports and news pictures of any other news-agency enjoyed by him;

(h) impose eligibility requirements of applicants considered reasonable by the defendants but considered arbitrary by the court.

[fol. 3251] 18. Said injunction permits the defendants to amend the by-laws of AP and to impose restrictions on the admission of applicants in the fields of members but requires those passing on applications to eradicate from their minds competitive considerations which it is impossible for them wholly to eradicate from their minds.

19. The practical effect of said injunction is to compel AP to amend its by-laws relating to the admission of applicants in the fields of members so that AP will be required to furnish its services indiscriminately to whomsoever the government shall from time to time desire.

Assignments re Judgment Paragraph II A

The holding of the court that the defendants have violated the Sherman Act

> "by promulgating and agreeing to observe and by observing and applying Article VII, Section 4, of the By-laws of The Associated Press withholding the news reports of The Associated Press from newspapers published in the United States of America or its territories, owned by persons other than members of The Associated Press, taken in connection with the by-laws and agreements described in Paragraph I hereof" (Judgment ¶ I; Conclusions of Law ¶¶ II and III).

is erroneous in the following particulars:

20. It is predicated solely upon the erroneous holding that AP's restrictions on admissions of applicants in the fields of members are unlawful, to which these defendants have assigned errors No. 1 to 12.

21. The requirement that newspapers obtaining the services of AP shall become members and shall agree to observe and be bound by its by-laws is nothing more than a requirement that the terms upon which the services are to [fol. 3252] be rendered and received shall be embodied in a written contract.

22. It is reasonable for AP, a non-profit cooperative association incorporated under the Membership Corporations Law of the State of New York, to agree with its members not to sell its services to nonmembers.

Assignments re Judgment Paragraph II B

The cancellation and injunction of the court

> "B. That Article VII, Section 4, of the By-laws of The Associated Press, presently in force [withholding AP's services from nonmembers], taken in connection with the by-laws and agreements described in Paragraph I hereof, is declared and adjudged to be illegal, and is hereby cancelled, and The Associated Press, its officers, directors, agents, representatives and employees, and each of its members, their officers, directors, agents, representatives and employees, be, and each of

them are, enjoined and restrained from agreeing to observe and observing said by-laws, and from promulgating, agreeing to observe and observing any new or amended by-laws having a like purpose or effect, in respect of newspapers published in the United States of America or its territories" (Judgment ¶ II B).

is erroneous in the following particulars:

23. Said cancellation and injunction are predicated solely upon the erroneous holding that AP's by-laws withholding its news reports from newspapers owned by persons other than members of AP are unlawful, to which holding these defendants have assigned errors No. 20 to 22.

24. Said cancellation and injunction conflict with and are fatally contradictory of the holding of the court that the by-law withholding AP's services from nonmembers is [fol. 3253] lawful apart from the restrictions on membership (Conclusions of Law ¶ III; Judgment ¶ II A) in that, the restrictions on membership having been cancelled, said by-law withholding AP's news service from nonmembers now stands alone.

25. Said cancellation and injunction are predicated solely upon the continued existence and observance of the aforesaid restrictions on admissions but such injunction will continue permanently despite the nonexistence and nonobservance of said restrictions (which restrictions have been cancelled, Judgment ¶ I) unless defendants amend the by-laws to admit applicants on terms satisfactory to the court (Judgment ¶ V).

Assignment re Judgment Paragraph III A

The holding that the defendants have violated the Sherman Act

"by promulgating and agreeing to observe and by observing and applying the provision of Article VIII, Section 6, of the By-laws of The Associated Press that, 'No member shall furnish, or permit anyone to furnish to anyone not a member of this corporation the news which he or it is required by the By-laws to supply to this Corporation,' restricting the members of The Associated Press and persons in their employ from

furnishing local news of spontaneous origin gathered by them to persons other than The Associated Press and its members, taken in connection with the by-laws and agreements described in Paragraph I hereof" (Judgment ¶ III A; Conclusions of Law ¶¶ IV and V).

is erroneous in the following particulars:

26. It is predicated solely upon the erroneous holding that AP's by-laws restricting admissions of applicants in [fol. 3254] the fields of members are unlawful, to which these defendants have assigned errors No. 1 to 12.

Assignments re Judgment Paragraph III B

The cancellation and injunction

"That the said provision in the first sentence of Section 6, Article VIII of the By-laws, of The Associated Press, presently in force [restricting sale of local news of spontaneous origin solely to AP or its members], taken in connection with the by-laws and agreements described in Paragraph I hereof, is declared and adjudged to be illegal, and is hereby cancelled, and The Associated Press, its officers, directors, agents, representatives, and employees, and each of its members, their officers, directors, agents, representatives and employees, be, and each of them are, enjoined and restrained from agreeing to observe and observing any new or amended by-laws or agreements between The Associated Press and any members thereof having a like purpose or effect" (Judgment ¶ III B).

is erroneous in the following particulars:

27. Said cancellation and injunction are predicated solely upon the erroneous holding that the by-law restricting the sale of local news of spontaneous origin solely to AP or its members is unlawful, to which these defendants have assigned error No. 26.

28. Said cancellation and injunction conflict with and are fatally contradictory of the holding of the court that the by-law restricting the sale of local news of spontaneous origin solely to AP or its members is lawful in and of itself alone (Conclusion of Law ¶ V; Judgment ¶ III A) in that, the restrictions on membership having been can-

celled, said by-law respecting local spontaneous news now stands alone.

[fol. 3255] 29. Said cancellation and injunction are predicated solely upon the continued existence and observance of the restrictions on admission but such injunction will continue permanently despite the nonexistence and nonobservance of said restrictions (which are now cancelled, Judgment ¶ I) unless defendants shall amend the by-laws to admit applicants on terms satisfactory to the court (Judgment ¶ V).

Assignment re Judgment Paragraph IV A

The holding that the defendants have violated the Sherman Act

> "by entering into an agreement with The Canadian Press dated November 1, 1935, whereby The Associated Press obtains the exclusive right to receive the news report of The Canadian Press and its members, and the defendants, by observing and performing said exclusive provisions of said agreement, taken in connection with the By-laws and Agreements described in Paragraph I hereof" (Judgment ¶ IV A; Conclusions of Law ¶ VI and VII).

is erroneous in the following particulars:

30. It is predicated solely upon the erroneous holding that AP's said restrictions on membership are unlawful, to which holding these defendants have assigned errors No. 1 to 12.

Assignment re Judgment Paragraph IV B

The cancellation and injunction

> "The said exclusive provisions of said agreement between The Associated Press and The Canadian Press dated November 1, 1935, taken in connection with the by-laws and agreements described in Paragraph I hereof, are declared and adjudged to be illegal, and [fol. 3256] are hereby cancelled, and The Associated Press, its officers, directors, agents, representatives, and employees, be, and they hereby are, enjoined and restrained from performing and observing the said

exclusive provisions of said agreement, and from entering into any other agreement with The Canadian Press having a like exclusive provision" (Judgment ¶ IV B).

is erroneous in the following particulars:

31. Said cancellation and injunction are predicated solely upon the erroneous holding that said AP-Canadian Press contract is unlawful, to which holding these defendants have assigned error No. 30.

32. Said cancellation and injunction conflict with and are fatally contradictory of the holding of the court that the AP-Canadian Press contract is lawful apart from the aforesaid restrictions on membership (Conclusions of Law ¶ VII; Judgment ¶ IV A) in that, the restrictions on membership having been cancelled, said AP-Canadian Press contract now stands alone.

33. Said cancellation and injunction are predicated solely upon the continued existence and observance of the aforesaid restrictions on admissions, but such injunction will continue permanently despite the nonexistence and non-observance of said restrictions (which restrictions have been cancelled, Judgment ¶ I) unless the defendants amend the by-laws to admit applicants on terms satisfactory to the court (Judgment ¶ V).

Miscellaneous Assignments.

34. In holding that the business of news-agencies and of newspapers constitutes "trade or commerce" within the meaning of the Sherman Anti-trust Act.

35. In holding, in contravention of the due process clause of the Fifth Amendment, that the business of news-agencies [fol. 3257] and newspapers is "affected with the public interest" to the extent that news-agencies are engaged in a public calling required to serve all comers on equal terms.

36. In holding, without legislative processes or comprehensive enactment, that the business of AP is "affected with the public interest" to the extent that AP, when considering whether it shall or shall not sell its services to an applicant in the field of a member, must not consider the effect of such sale on its established customers in that field.

37. In granting any part of plaintiff's motion for summary judgment.

38. In not denying plaintiff's motion for summary judgment.

39. In entering judgment against the defendants, or any of them.

40. In finding:

> "Newspapers supply a necessity and serve one of the most vital of all general interests: the dissemination of news from as many different sources, and with as many different facets and colors as is possible" (Finding No. 33)

without noncomitantly finding and holding that a more vital general interest embodied in the First Amendment is that the federal judicial, legislative and executive departments shall not abridge the usual, normal, customary and necessary operations of the newspaper press nor interfere with free competition in that industry.

Wherefore, petitioners pray that that part of the final judgment appealed from and entered herein on the 13th day of January, 1944, be reversed and that such other and fur-
[fol. 3258] ther relief be granted as to the Court may seem just and proper.

Dated March 9, 1944.

Weymouth Kirkland, Howard Ellis, A. L. Hodson, George T. Townley, J. Howard Carter, Attorneys for the defendants, Tribune Company and Robert Rutherford McCormick.

[fol. 3259] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

[Title omitted]

ORDER ALLOWING APPEAL OF TRIBUNE COMPANY AND ROBERT RUTHERFORD McCORMICK

* * * * * * *

[fol. 3260] It appearing to the Court in the above entitled cause that the defendants Tribune Company and Robert

Rutherford McCormick have filed a petition for appeal, jointly and severally, to the Supreme Court of the United States from the final judgment (except paragraphs VII and VIII thereof) entered herein on January 13, 1944, and have filed therewith their assignment of errors, and also their statement as to the jurisdiction of the Supreme Court of the United States as required by Rule 12 of the Supreme Court Rules.

It is Ordered that defendants Tribune Company and Robert Rutherford McCormick be and they are hereby allowed and granted an appeal, jointly and severally, to the Supreme Court of the United States from the final judgment entered herein on the 13th day of January, 1944, except paragraphs VII and VIII thereof, and that the record on appeal be made, certified and sent to the Supreme Court of the United States in accordance with the rules of that Court.

[fol. 3261] It is Further Ordered that the bond on appeal be fixed at the sum of $750.00.

Dated this 9th day of March, 1944.

—— ——, United States Circuit Judge for the Second Circuit. Thomas W. Swan, United States Circuit Judge for the Second Circuit. Augustus N. Hand, United States Circuit Judge for the Second Circuit.

[fols. 3262-3264] Bond on Appeal for $750.00 approved. Omitted in printing.

[fol. 3265] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

[Title omitted]

PRAECIPE

To the Clerk of the United States District Court for the Southern District of New York:

You are hereby requested to make a transcript of the record to be filed in the Supreme Court of the United States, pursuant to an appeal allowed in the above entitled cause on behalf of Tribune Company and Robert

Rutherford McCormick, and to include in such transcript of record the following, and no other papers and exhibits, to wit:

1. Plaintiff's complaint and exhibits thereto A through F inclusive.

2. Answer of defendant The Associated Press and certain other defendants, individual and corporate.

3. Answer of defendants Tribune Company and Robert Rutherford McCormick.

4. Expediting certificate filed by plaintiff pursuant to the Expediting Act of February 11, 1903, as amended.

5. Designation of three judges to hear the case.

6. Plaintiff's request for admissions filed January 6, 1943 and exhibits thereto 1 to 8 inclusive, 10 to 43 inclusive, and the text of exhibit 9.

[fol. 3266] 7. Responses of defendants The Associated Press, et al., to plaintiff's request for admissions.

8. Plaintiff's second request for admission and exhibits thereto 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3-A, 3-B, 4-A, 4-B, 4-C, 5-A, 5-B, 5-C, 5-D, 6-A, 6-B and 6-C.

9. Responses of defendants The Associated Press, et al., to additional requests for admissions and exhibits thereto A, B, C, D, E and F.

10. Answers of defendants Tribune Company and Robert Rutherford McCormick to plaintiff's first and second requests for admissions.

11. Interrogatories of plaintiff to be answered by defendant The Associated Press and exhibits thereto 1 to 8, inclusive, and 10 to 13, inclusive.

12. Interrogatories of plaintiff to be answered by defendants Tribune Company and Robert Rutherford McCormick.

13. Answers of defendant The Associated Press to the interrogatories addressed to it by plaintiff.

14. Answers of defendants Tribune Company and Robert Rutherford McCormick to the interrogatories addressed to them by plaintiff, and exhibits thereto 1 to 18 inclusive, including exhibit 14A.

15. Interrogatories of plaintiff served upon defendants the Bulletin Company and Robert McLean, plaintiff's exhibits, 1, 1A, 1B, 1C, 1D and 2 attached thereto, answers of defendants the Bulletin Company and Robert McLean to the interrogatories served upon them by plaintiff, and

defendants' exhibits thereto A, B, B(1), B(2), B(3) and C. [fol. 3267] 16. Stipulation dated February 27, 1943 and exhibits thereto A, B, C and D.

17. Interrogatories on behalf of defendant The Associated Press, exhibits thereto 1 and 2, answers of plaintiff to those interrogatories, exhibits 1, 2-A and 2-B to those answers and, as printed by defendants The Associated Press, et al. for the benefit of the District Court, exhibits 3-A 3-B and 5 to those answers, and description of exhibits 4-A, 4-B, and 6 and 7 to those answers.

18. Requests by defendant The Associated Press for admissions by the plaintiff, exhibits thereto A, B, C, D, E, F, G, H, I, J, K and L, responses of plaintiff to such requests for admissions, and exhibits A, B and C to such responses.

19. Motion for summary judgment filed by plaintiff May 25, 1943.

20. Affidavits filed by plaintiff in support of its motion for summary judgment, exhibit 1 to the affidavit of Thomas J. Barry, exhibits 5, 6, 7, 8, 9, 12 and 14 to the affidavit of Marshall Field, exhibits A, B-*L*, B-2, C-3 and C-4 to the affidavit of Guy Raynor Hill, exhibits 1 to 8 inclusive to the affidavit of Alfred McClung Lee dated May 10, 1943, exhibits 1 to 14 inclusive to the affidavit of Alfred McClung Lee dated May 22, 1943, exhibits A, B, C and D to the affidavit of John Henry Lewin, exhibits A and B to the affidavit of N. S. MacNeish, exhibit A to the affidavit of J. A. McNeil, Exhibits 1 and 2 to the affidavit of Thomas M. McNicholas, exhibits A and B to the affidavit of John J. Padulo, exhibits 1 to 6 inclusive to the affidavit of Harold L. Schilz [fol. 3268] dated May 24, 1943 and exhibits D, E, F, G, H, I and J to the affidavit of Edwin Moss Williams dated May 12, 1943.

21. Affidavits filed on behalf of defendants Tribune Company and Robert Rutherford McCormick in opposition to the motion for summary judgment, exhibits 1 and 2 to the second affidavit of Robert Rutherford McCormick, exhibits 1 and 2 to the affidavit of William Donald Maxwell, exhibits A and B to the affidavit of Arch Ward and exhibits A, C and D to the affidavit of W. J. Byrnes.

22. Affidavits filed by defendants The Associated Press, et al. in opposition to motion of plaintiff for summary judgment (two volumes), exhibit 1 to the affidavit of Kent Cooper, exhibits A and B to the affidavit of Daniel J. Shiller

dated June 19, 1943, exhibits 1 and 2 to the first affidavit of Edwin M. Williams dated June 17, 1943, exhibits 1 to 11 inclusive to the second affidavit of Edwin M. Williams dated June 17, 1943, exhibits 1 to 6 inclusive, including exhibit 5-a, to the affidavit of Fred S. Ferguson, exhibit 1 to the affidavit of Earl J. Johnson, exhibit A to the affidavit of William Mapel, exhibit 1 to the affidavit of Harold L. Cross, exhibits A, B, C, D and E to the affidavit of F. A. Resch, exhibits A, B and C to the affidavit of William W. Duson, exhibit 1 to the affidavit of Paul Patterson, exhibit 1 to the affidavit of Vance C. McCormick, exhibit One to the affidavit of V. Hummel Berghaus, Jr., exhibits A and B to the affidavit of Paul Miller, exhibit A to the affidavit of Mary Bauer, exhibit 1 to the affidavit of J. A. McNeil, exhibits A and B to the affidavit of Einar B. Faust, exhibits A and B to the affidavit of Timothy N. Pfeiffer, and exhibit 1 to the affidavit of Robert R. Booth.

[fol. 3269] 23. Counter affidavits filed in support of plaintiff's motion for summary judgment, and exhibits A, B, C and D to the affidavit of John Henry Lewin.

24. Notice of defendants The Associated Press, et al. to take depositions upon oral examination.

25. Narrative statement of examinations before trial, filed herewith, and the following exhibits filed in connection therewith: exhibits introduced by defendants in connection with examinations held in New York, 1, 2, 3, 4, 5, 6A, 6B, 8, 9, 10, 11, 12, 13, 14, 15, 16, 16A, 17, 22, 23, 25, 26, 27, 28, 30, 31, 32, 35, 38, 39, 40, 41, 42, 44, 45, 46, 48, 49, 50, 51; exhibits introduced by defendants in connection with examinations held in Chicago, 1, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15 to 33 inclusive; exhibits introduced by plaintiff in connection with examinations held in New York, 1, 2, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16. 17, 17A, 18, 19, 20, 21, 22, 43, 44, 45, 46; and exhibit 2 introduced by plaintiff in connection with examinations held in Chicago.

26. Opinion of the District Court filed October 6, 1943, together with the dissenting opinion of Judge Swan.

27. Findings of fact and conclusions of law filed by the District Court on January 13, 1944.

28. Final judgment of the District Court filed January 13, 1944.

29. Petition for appeal.

30. Assignment of errors.

31. Jurisdictional statement.
[fol. 3270] 32. Order allowing appeal.
33. Citation on appeal.
34. Bond on appeal.
35. Statement calling attention to the provisions of Supreme Court Rule 12(3).
36. Proof of service.
37. This praecipe and service thereof.

Said transcript is to be prepared as required by law and the Rules of this Court and Rules of the Supreme Court of the United States, and is to be filed in the office of the Clerk of the Supreme Court.

Dated: April 3, 1944.

Weymouth Kirkland, Howard Ellis, A. L. Hodson, J. Howard Carter, Attorneys for Tribune Company and Robert Rutherford McCormick.

Copy of the above praecipe and narrative statement of examinations before trial received this 4th day of April, 1944.

Charles H. Weston and Lawrence S. Apsey, Special Assistants to the Attorney General.

[fols. 3271-3272] Citation in usual form, filed March 9, 1944, omitted in printing.

[fol. 3273] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

[Title omitted]

PETITION FOR APPEAL

The United States of America, plaintiff in the above-entitled cause, considering itself aggrieved by the final judgment of this Court entered on the thirteenth day of January, 1944, does hereby pray an appeal from said final judgment to the Supreme Court of the United States. Pursuant to Rule 12 of the Rules of the Supreme Court plaintiff presents to this Court herewith a statement showing the basis of jurisdiction of the Supreme Court to entertain an appeal in this cause.

The particulars wherein the plaintiff considers the judgment erroneous are set forth in the assignment of errors and prayer for reversal accompanying this petition and to which reference is hereby made.

Plaintiff prays that this appeal may be allowed and that citation be issued as provided by law, and that a transcript of the record, proceedings, and documents upon which said final judgment was based, duly authenticated, be sent to the Supreme Court of the United States under the rules of said Court in such cases made and provided.

John Henry Lewin, Charles H. Weston, Charles B. Rugg, Special Assistants to the Attorney General.

Dated this 13th day of March, 1944.

[fol. 3274] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

[Title omitted]

ASSIGNMENT OF ERRORS AND PRAYER FOR REVERSAL

The United States of America, plaintiff in the above-entitled cause, in connection with its petition for appeal to the Supreme Court of the United States, hereby assigns error to the record and proceedings and the entry of the final judgment of the District Court on January 13, 1944, in the above-entitled cause, and says that in the entry of the final judgment the District Court committed error to the prejudice of the plaintiff in the following particulars:

1. The Court erred in entering a final judgment which limited and qualified by the following provisos the injunction, contained in paragraph I B, against promulgating, agreeing to observe and observing any new or amended by-laws of The Associated Press having a purpose or effect like the provisions of the present by-laws of The Associated Press respecting admission to membership therein:

> "provided, however, that nothing herein shall prevent the adoption by The Associated Press of new or amended by-laws which will restrict admission, provided that members in the same city and in the same 'field' (morning, evening or Sunday), as an applicant

publishing a newspaper in the United States of America or its territories, shall not have power to impose, or dispense with any conditions upon his admission and that the by-laws shall affirmatively declare that the effect of admission upon the ability of such applicant to compete with members in the same city and 'field' shall not be taken into consideration in passing upon his application."

2. The Court erred in refusing to enter a final judgment enjoining the defendants, and each of them, from agreeing to observe and observing any agreement among members of [fol. 3275] The Associated Press having a purpose or effect like the provisions of Article III, Sections 1-3, inclusive, of the by-laws of The Associated Press which the Court adjudged to be illegal.

3. The Court erred in refusing to enter a final judgment enjoining the defendants, and each of them, from promulgating, agreeing to observe and observing, any new or amended by-laws of The Associated Press authorizing denial of membership in The Associated Press for any reason other than (1) that the applicant is not the sole owner of a bona fide newspaper published in the United States, (2) that the applicant has not assented in writing to the lawful by-laws of The Associated Press, or (3) that the applicant has not paid to The Associated Press any money contribution which its by-laws may require new members to pay and which is based upon the new member's equitable proportion of the value of the net tangible assets of The Associated Press and is applicable irrespective of whether the new member's newspaper is or is not published in the same city and "field" (morning, evening or Sunday) as the newspaper of an existing member.

4. The Court erred in holding that the provisions of the by-laws of The Associated Press which require that each regular member and its employees furnish exclusively to The Associated Press and its members the local news of spontaneous origin gathered by the member and by persons in his employ are, taken by themselves and apart from illegal restriction on admission to membership in The Associated Press, reasonable and not in violation of the antitrust laws of the United States.

5. The Court erred in entering a final judgment which enjoined the defendants from promulgating, observing and agreeing to observe any new or amended by-laws of The Associated Press or agreements between The Associated Press and any members thereof which prohibit any member or persons in his employ from furnishing local news of [fol. 3276] spontaneous origin to persons other than The Associated Press and its members, only in connection with the existence of by-laws of The Associated Press which illegally restrict admission to membership therein.

6. The Court erred in refusing to enter a final judgment permanently enjoining the defendants, and each of them, from promulgating, agreeing to observe and observing any new or amended by-laws of The Associated Press or agreements between The Associated Press and any members thereof which prohibit any member or persons in his employ from furnishing local news of spontaneous origin gathered by them to persons other than The Associated Press and its members.

7. The Court erred in holding that the provisions of the contract between The Associated Press and The Canadian Press dated November 1, 1935, whereby the former obtains the exclusive right to receive, in the United States, the news reports of The Canadian Press and its members are, taken by themselves and apart from illegal restrictions on admission to membership in The Associated Press, reasonable and not in violation of the antitrust laws of the United States.

8. The Court erred in entering a final judgment which enjoined The Associated Press and its representatives from performing and observing and from entering into any agreements with The Canadian Press whereby The Associated Press obtains the exclusive right to receive, in the United States, the news reports of The Canadian Press and its members, only in connection with the existence of by-laws of The Associated Press which illegally restrict admission to membership therein.

9. The Court erred in refusing to enter a final judgment permanently enjoining the defendants, and each of them, from performing, observing and entering into any agree- [fol. 3277] ment between The Associated Press and The Canadian Press whereby the former obtains the exclusive

right to receive, in the United States, the news reports of The Canadian Press and its members.

10. The Court erred in holding that the antitrust laws of the United States do not apply to the restraints imposed by the provisions of the contract between The Associated Press and The Canadian Press dated November 1, 1935, which give to The Canadian Press the exclusive right to receive; in Canada, the news reports of The Associated Press.

11. The Court erred in refusing to enter a final judgment permanently enjoining the defendants, and each of them, from performing and observing and from entering into any agreement between The Associated Press and The Canadian Press whereby the latter obtains the exclusive right to receive, in Canada, the news reports of The Associated Press and such news of its members as they are required by its by-laws to furnish exclusively to The Associated Press.

12. The Court erred in its conclusion of law that The Associated Press does not monopolize or dominate the furnishing of news reports, news pictures, or features to newspapers in the United States.

13. The Court erred in finding that The Associated Press has accumulated tangible property estimated by it as having a value of more than $7,000,000 and that its good will and other intangible property are appraised at a value of more than $12,000,000.

14. The Court erred in failing to find that during the period 1900-1928, inclusive, 97 applications for membership in The Associated Press were submitted to the vote of the members because they were subject to "protest rights" held by members; that only six of these applicants obtained [fol. 3278] the requisite four-fifths vote for admission; and that in each of these six instances the applicant's newspaper was published in a city of comparatively small size, no holder of a "protest right" published a newspaper therein, and the directors of The Associated Press had recommended election.

15. The Court, erred in failing to find that during the period 1928-1942, inclusive, there were only six applicants for membership in The Associated Press whose applications were submitted to the vote of the members and that all of these failed of election by the members.

16. The Court erred in failing to find that during the period 1938-1941, inclusive, at least 20 applications for membership which were not subject to "protest rights" were denied by the Board of Directors of The Associated Press after a member competing to some extent with each such applicant had objected to his admission.

17. The Court erred in failing to find that Marshall Field, owner of The Chicago Sun, applied for membership in The Associated Press in September 1941; that the owners of the Chicago Herald-American and The Chicago Daily Tribune refused to waive their "protest rights"; and that Field's application was referred to the annual membership meeting held in April 1942 and was rejected by a vote of 684 to 287.

18. The Court erred in failing to find that the publisher of The Chicago Daily Tribune solicited proxies and votes against the application of Marshall Field by correspondence, and by personal interviews of his representatives with at least 755 members of The Associated Press; that he obtained 195 proxies from such members which were voted against Field's application; and that prior to the vote a representative of The Chicago Daily Tribune addressed the membership meeting in opposition to Field's election [fol. 3279] upon the ground that his election would enhance the ability of The Chicago Sun to compete with The Chicago Daily Tribune.

19. The Court erred in failing to find that the publisher of the Chicago Herald-American solicited proxies from members of The Associated Press against the application of Marshall Field; that he informed such members that if Field were elected over the protest of the Chicago Herald-American the "asset value of your membership would be affected and your own property rights might be similarly imperiled at any time"; and that he obtained 81 proxies from members of The Associated Press which were voted against Field's application.

20. The Court erred in failing to find that The Chicago Sun; for a substantial period after it began publication in December 1941, was unable to obtain news pictures from Acme News Pictures, Inc., because that organization had entered into a contract with The Chicago Daily Tribune barring it from serving any other morning newspaper in Chicago and that The Chicago Sun has been unable to ob-

tain news pictures from International News Photos because that organization, in cities (including Chicago) in which there is a newspaper which is under the same ownership and control as International News Photos, furnishes its pictures exclusively to such newspaper.

21. The Court erred in failing to find that in November 1941 Eleanor Medill Patterson filed two applications for membership in The Associated Press, one on behalf of the morning and one on behalf of the evening editions of her newspaper, The Washington Times-Herald; that the owners of the Washington Post and of The Evening Star failed to waive their "protest rights"; that Patterson's applications were referred to the annual membership meeting held in April 1942; that representatives of the Washington Post [fol. 3280] and The Evening Star addressed this meeting in opposition to the election of Patterson; and that her applications for membership were rejected by a vote of 514 to 242.

22. The Court erred in failing to enter such final judgment with respect to the making of new or amended by-laws of The Associated Press with reference to admission to membership and with reference to the members' obligation to furnish their local news exclusively to The Associated Press and its members, and with respect to the carrying out or the making of any agreement between The Associated Press and The Canadian Press which gives to either organization the exclusive right to receive the other's news reports within its territory, as were and are consistent with right and justice within the laws of the United States.

Wherefore, plaintiff prays that the final judgment of the District Court may be reversed to the extent that it is inconsistent with the errors herein assigned by the plaintiff, and for such other and fit relief as the Court may deem just and proper.

John Henry Lewin, Charles H. Weston, Charles B. Rugg, Special Assistants to the Attorney General.

This 13th day of March, 1944.

[fol. 3281] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

[Title omitted]

ORDER ALLOWING APPEAL

In the above-entitled cause the United States of America, plaintiff, having made and filed its petition praying an appeal to the Supreme Court of the United States from the final judgment of this Court in this cause entered on the 13th day of January, 1944, and having also made and filed its petition for appeal, assignment of errors and prayer for reversal, and statement of jurisdiction, and having in all respects conformed to the statutes and rules in such cases made and provided,

It is therefore ordered and adjudged that the appeal be and the same is hereby allowed as prayed for.

Learned Hand, Augustus N. Hand, Circuit Judges Sitting as the District Court.

Dated this 13 day of March, 1944.

[fol. 3282] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

[Title omitted]

PRAECIPE

To the Clerk of The United States District Court for The Southern District of New York:

You are hereby requested to make a transcript of the record to be filed in the Supreme Court of the United States, pursuant to an appeal allowed in the above-entitled cause on behalf of the United States of America, and to include in such transcript of record the following:

1. All portions of the record which counsel for the defendants The Associated Press, Paul Bellamy, George Francis Booth, John Cowles, William Hutchinson Cowles, Edward King Gaylord, Houston Harte, Josh L. Horne, Clark Howell, Jr., Joseph Russell Knowland, Robert McLean, Leonard Kimball Nicholson, Frank Brett Noyes, Paul Patterson, Stuart Hoffman Perry, E. Lansing Ray, Edward Hubert Butler, The Adrian Telegram, The A. S.

Abell Company, Bulletin Company, The Constitution Publishing Company, Cowles Publishing Company, The Evening Star Newspaper Company, Forest City Publishing Company, The Kansas City Star Company, The Oklahoma Publishing Co., The Register and Tribune Company, Rocky Mount Publishing Co., Globe Democrat Publishing Co., San Angelo Standard, Inc., The Times-Picayune Publishing Company, The Tribune Publishing Co., and Worcester Telegram Publishing Co., Inc., have, by a praecipe dated [fol. 3283] April 3, 1944, requested you to include in the transcript of the record to be filed in the Supreme Court of the United States pursuant to the appeal allowed in the above-entitled cause on behalf of said defendants.

2. Exhibits introduced by plaintiff in connection with examinations held in New York, 24, 25, 26, 28, 29, 30, 31, 33, 34, 35, 37, 38, 39, 40 and 42.

3. Three copies of Exhibit 9 attached to plaintiff's request for admissions filed January 6, 1943, to be transmitted as an original exhibit, and stipulation relating thereto.

4. Plaintiff-appellant's petition for appeal.

5. Plaintiff-appellant's assignment of errors.

6. Order allowing appeal of plaintiff-appellant.

7. Citation on appeal of plaintiff-appellant.

8. Statement of plaintiff-appellant calling attention to Supreme Court Rule 12 (3).

9. Statement as to jurisdiction filed by plaintiff-appellant.

10. Proof of service filed by plaintiff-appellant.

11. This praecipe and service thereof.

Dated: April 6, 1944.

Charles B. Rugg, Charles H. Weston, Special Assistants to the Attorney General.

Service of the above praecipe is accepted and copy thereof received this — day of April, 1944.

John T. Cahill, Counsel for the Defendants Other Than Robert Rutherford McCormick and Tribune Company; Weymouth Kirkland, Counsel for the Defendants Robert Rutherford McCormick and Tribune Company.

[fols. 3284-3286] Citation in usual form, filed March 13, 1944, omitted in printing.

[fols. 3287-3288] IN THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK

[Title omitted]

STIPULATION AS TO RECORD

It is hereby stipulated and agreed that the foregoing is a true copy of the documents designated in the praecipe of each appellant filed herein.

Dated: New York, N. Y., April 6th, 1944.

John T. Cahill, Counsel for The Associated Press, et al.; Weymouth Kirkland, Counsel for the Tribune Company and Robert Rutherford McCormick; Charles Fahy, Solicitor General of the United States; Charles H. Weston, Special Assistant to the Attorney General.

[fol. 3289] Clerk's Certificate to foregoing transcript omitted in printing.

[fol. 3290] SUPREME COURT OF THE UNITED STATES, OCTOBER TERM, 1944

No. 57

APPELLANTS' STATEMENT OF POINTS AND DESIGNATION OF PORTIONS OF RECORD ON APPEAL—Filed April 24, 1944

A. Come now The Associated Press, Paul Bellamy, George Francis Booth, John Cowles, William Hutchinson Cowles, Edward King Gaylord, Houston Harte, Josh L. Horne, Clark Howell, Jr., Joseph Russell Knowland, Robert McLean, Leonard Kimball Nicholson, Frank Brett Noyes, Paul Patterson, Stuart Hoffman Perry, E. Lansing Ray, Edward Hubert Butler, The Adrian Telegram, The A. S. Abell Company, Bulletin Company, The Constitution Publishing Company, Cowles Publishing Company, The Evening Star Newspaper Company, Forest City Publishing Company, The Kansas City Star Company, The Oklahoma Publishing Co., The Register and Tribune Company, Rocky Mount Publishing Co., Globe Democrat Publishing Co., San Angelo Standard, Inc., The Times-Picayune Publishing Company, The Tribune Publishing Co.,

and Worcester Telegram Publishing Co., Inc., appellants in the above entitled cause and for their statement of the points on which they intend to rely on their appeal to this Court adopt the points contained in their assignments [fol. 3291] of error heretofore filed herein.

B. Appellants further state that only the following parts of the record, as filed in this Court, need be printed for the hearing of this appeal:

1. Plaintiff's complaint and exhibits thereto A through F inclusive.

2. Answer of defendant The Associated Press and certain other defendants, individual and corporate.

3. Answer of defendants Tribune Company and Robert Rutherford McCormick.

4. Expediting certificate filed by plaintiff pursuant to the Expediting Act of February 11, 1903, as amended.

5. Designation of three judges to hear the case.

6. Plaintiff's request for admissions filed January 6, 1943 and exhibits thereto 1 to 8 inclusive, 10 to 43 inclusive, and the text of exhibit 9.

7. Responses of defendants The Associated Press, et al., to plaintiff's request for admissions.

8. Plaintiff's second request for admissions and exhibits thereto 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3-A, 3-B, 4-A, 4-B, 4-C, 5-A, 5-B, 5-C, 5-D, 6-A, 6-B and 6-C.

9. Responses of defendants The Associated Press, et al., to additional requests for admissions and exhibits thereto A, B, C, D, E and F.

10. Answers of defendants Tribune Company and Robert Rutherford McCormick to plaintiff's first and second requests for admissions.

11. Interrogatories of plaintiff to be answered by defendant The Associated Press and exhibits thereto 1 to 8, inclusive, and 10 to 13, inclusive.

[fol. 3292] 12. Interrogatories of plaintiff to be answered by defendants Tribune Company and Robert Rutherford McCormick.

13. Answers of defendant The Associated Press to the interrogatories addressed to it by plaintiff.

14. Answers of defendants Tribune Company and Robert Rutherford McCormick to the interrogatories addressed to them by plaintiff, and exhibits thereto 1 to 18 inclusive, including exhibit 14A.

15. Interrogatories of plaintiff served upon defendants the Bulletin Company and Robert McLean plaintiff's exhibits 1, 1A, 1B, 1C 1D and 2 attached thereto, answers of defendants the Bulletin Company and Robert McLean to the interrogatories served upon them by plaintiff, and defendants' exhibits thereto A, B, B(1), B(2), B(3) and C.

16. Stipulation dated February 27, 1943 and exhibits thereto A, B, C and D.

17. Interrogatories on behalf of defendant The Associated Press, exhibits thereto 1 and 2, answers of plaintiff to those interrogatories, exhibits 1, 2-A and 2-B to those answers and, as printed by defendants The Associated Press, et al. for the benefit of the District Court, exhibits 3-A and 3-B and 5 to those answers, and description of exhibits 4-A, 4-B, 6 and 7 to those answers.

18. Requests by defendant The Associated Press for admissions by the plaintiff, exhibits thereto A, B, C, D, E, F, G, H, I, J, K and L, responses of plaintiff to such requests for admissions, and exhibits A, B and C to such responses.

19. Motion for summary judgment filed by plaintiff May 25, 1943.

[fol. 3293] 20. Affidavits filed by plaintiff in support of its motion for summary judgment, exhibit 1 to the affidavit of Thomas J. Barry, exhibits 5, 6, 7, 8, 9, 12 and 14 to the affidavit of Marshall Field, exhibits A, B-1, B-2, C-3 and C-4 to the affidavit of Guy Raynor Hill, exhibits 1 to 8 inclusive to the affidavit of Alfred McClung Lee dated May 10, 1943, exhibits 1 to 14 inclusive to the affidavit of Alfred McClung Lee dated May 22, 1943, exhibits A, B, C and D to the affidavit of John Henry Lewin, exhibits A and B to the affidavit of N. S. MacNeish, exhibit A to the affidavit of J. A. McNeil, exhibits 1 and 2 to the affidavit of Thomas M. McNicholas, exhibits A and B to the

affidavit of John J. Padulo, exhibits 1 to 6 inclusive to the affidavit of Harold L. Schilz dated May 24, 1943 and exhibits D, E, F, G, H, I and J to the affidavit of Edwin Moss Williams dated May 12, 1943.

21. Affidavits filed on behalf of defendants Tribune Company and Robert Rutherford McCormick in opposition to the motion for summary judgment, exhibits 1 and 2 to the second affidavit of Robert Rutherford McCormick, exhibits 1 and 2 to the affidavit of William Donald Maxwell, exhibits A and B to the affidavit of Arch Ward and exhibits A, C and D to the affidavit of W. J. Byrnes.

22. Affidavits filed by defendants The Associated Press, et al. in opposition to motion of plaintiff for summary judgment (two volumes), exhibit 1 to the affidavit of Kent Cooper, exhibits A and B to the affidavit of Daniel J. Shiller dated June 19, 1943, exhibits 1 and 2 to the first affidavit of Edwin M. Williams dated June 17, 1943, exhibits 1 to 11 inclusive to the second affidavit of Edwin M. Williams dated June 17, 1943, exhibits 1 to 6 inclusive, [fol. 3294] including exhibit 5-a, to the affidavit of Fred S. Ferguson, exhibit 1 to the affidavit of Earl J. Johnson, exhibit A to the affidavit of William Mapel, exhibit 1 to the affidavit of Harold L. Cross, exhibits, A, B, C, D and E to the affidavit of F. A. Resch, exhibits A, B and C to the affidavit of William W. Duson, exhibit 1 to the affidavit of Paul Patterson, exhibit 1 to the affidavit of Vance C. McCormick, exhibit One to the affidavit of V. Hummel Berghaus, Jr., exhibits A and B to the affidavit of Paul Miller, exhibit A to the affidavit of Mary Bauer, exhibit 1 to the affidavit of J. A. McNeil, exhibits A and B to the affidavit of Einer B. Paust, exhibits A and B to the affidavit of Timothy N. Pfeiffer, and exhibit 1 to the affidavit of Robert R. Booth.

23. Counter affidavits filed in support of plaintiff's motion for summary judgment, and exhibits A, B, C and D to the affidavit of John Henry Lewin.

24. Notice of defendants The Associated Press, et al. to take depositions upon oral examination.

25. Narrative statement of examinations before trial and the following exhibits filed in connection therewith: exhibits introduced by defendants in connection with exam-

inations held in New York, 1, 2, 3, 4, 5, 6A, 6B, 8, 9, 10, 11, 12, 13, 14, 15, 16, 16A, 17, 22, 23, 25, 26, 27, 28, 30, 31, 32, 35, 38, 39, 40, 41, 42, 44, 45, 46, 48, 49, 50, 51; exhibits introduced by defendants in connection with examinations held in Chicago, 1, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15 to 33 inclusive; exhibits introduced by plaintiff in connection with examinations held in New York, 1, 2, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 17A, 18, 19, 20, 21, 22, 24, 25, 26, 28, 29, 30, 31, 33, 34, 35, 37, 38, 39, 40, 42, 43, 44, 45, 46; and exhibit 2 introduced by plaintiff [fol. 3295] in connection with examinations held in Chicago.

26. Opinion of the District Court filed October 6, 1943, together with the dissenting opinion of Judge Swan.

27. Findings of fact and conclusions of law filed by the District Court on January 13, 1944.

28. Final judgment of the District Court filed January 13, 1944.

29. These appellants' petition for appeal.

30. These appellants' assignment of errors.

31. These appellants' jurisdictional statement (including appendices A to D inclusive).

32. These appellants' order allowing appeal.

33. These appellants' citation on appeal.

34. These appellants' statement calling attention to the provisions of Supreme Court Rule 12 (3).

35. These appellants' proof of service of papers on appeal.

36. These appellants' praecipe and service thereof.

37. Stipulation as to record on appeal.

38. Stipulation that three original copies of Exhibit 9 to the Government's request for admissions be transmitted to the Supreme Court as an original exhibit.

39. This statement of points and designation of portions of record on appeal.

(S.) John T. Cahill, Thurlow M. Gordon, 63 Wall Street, New York 5, N. Y.; Morris Hadley, Timothy N. Pfeiffer, 15 Broad Street, New York 5, N. Y., Solicitors for the above named appellants.

[fol. 3296] Service of the foregoing statement on behalf of the United States of America is acknowledged this 24 day of April 1944.

Charles Fahy, Solicitor General of the United States,
Charles H. Weston, Special Assistant to the Attorney General.

[fol. 3296a] [File endorsement omitted.]

[fol. 3297] IN THE SUPREME COURT OF THE UNITED STATES

October Term, 1944

No. 58

STATEMENT OF POINTS ON WHICH APPELLANTS INTEND TO RELY AND PARTS OF RECORD WHICH APPELLANTS THINK NECESSARY FOR CONSIDERATION THEREOF—Filed April 24, 1944.

I

Tribune Company and Robert Rutherford McCormick, appellants, state that in their brief and oral argument on their appeal in the above entitled cause they will rely on the points stated in their assignment of errors and jurisdictional statements filed therein.

II

Appellants state that the following parts of the record as filed in this Court are necessary for consideration of the points stated by appellants and that such parts of the record should be printed by the Clerk of this Court:

[fol. 3298] A. The parts of the record designated in the praecipe of these appellants.

B. Stipulation dated April 6, 1944 between counsel for the Associated Press et al., counsel for these appellants, Solicitor General of the United States and Special Assistant to the Attorney General as to the record on appeal.

C. This statement of points on which appellants intend to rely and parts of record which appellants think necessary for consideration thereof.

Weymouth Kirkland, Howard Ellis, George T. Townley, A. L. Hodson, J. Howard Carter, Attorneys for Tribune Company and Robert Rutherford McCormick, appellants.

Service of the Statement of Points on which Appellants Intend to Rely And Parts of Record Which Appellants Think Necessary for Consideration Thereof, acknowledged this 24th day of April, 1944.

Charles Fahy, Solicitor General of the United States.
Charles H. Weston, Special Assistant to the Attorney General.

[fols. 3298a-3299] [File endorsement omitted.]

[fol. 3300] IN THE SUPREME COURT OF THE UNITED STATES, OCTOBER TERM, 1944

No. 59

STATEMENT OF POINTS TO BE RELIED UPON AND DESIGNATION OF PARTS OF THE RECORD NECESSARY FOR CONSIDERATION THEREOF—Filed April 25, 1944

1. Now comes the appellant in the above-entitled cause and for its statement of points upon which it intends to rely in its appeal to this Court adopts the points contained in its assignment of errors heretofore filed herein.

2. The entire record in this cause as filed in this Court pursuant to appellant's praecipe to the Clerk of the United States District Court for the Southern District of New York is necessary for the consideration of the foregoing points and appellant designates said entire record for printing by the Clerk of this Court except (1) the bond on appeal of the appellants in No. 880, *The Associated Press, et al.* v. *United States*, and (2) the copies of the exhibit referred to in paragraph numbered "3" of appellant's prae-

cipe which, by the stipulation referred to in said paragraph, were transmitted to this Court as original exhibits and were not to be printed.

Dated this 22 day of April, 1944.

Charles Fahy, Solicitor General.

[fol. 3301] Service of the foregoing statement of points to be relied upon and designation of parts to the record necessary for consideration thereof and receipt of a copy thereof are hereby acknowledged this 24th day of April, 1944.

John T. Cahill, Counsel for appellees other than Tribune Company and Robert Rutherford McCormick.

Service of the foregoing statement of points to be relied upon and designation of parts of the record necessary for consideration thereof and receipt of a copy thereof are hereby acknowledged this 24th day of April, 1944.

Weymouth Kirkland, Counsel for appellees Tribune Company and Robert Rutherford McCormick.

[fol. 3301a] [File endorsement omitted.]

[fol. 3302] SUPREME COURT OF THE UNITED STATES, OCTOBER TERM, 1944

Nos. 57-58-59

ORDER NOTING PROBABLE JURISDICTION—May 8, 1944

The statements of jurisdiction in these cases having been submitted and considered by the Court, probable jurisdiction is noted.